

# 212

**Letting June 14, 2024**

## **Notice to Bidders, Specifications and Proposal**



**Contract No. 87832  
DEKALB County  
Section 22-00200-00-PV (City Of Dekalb)  
Route FAU 5336 (Lucinda Avenue)  
Project 5B4K-021 ()  
District 3 Construction Funds**

Prepared by

Checked by

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(Printed by authority of the State of Illinois)



- 1. TIME AND PLACE OF OPENING BIDS.** Electronic bids are to be submitted to the electronic bidding system (iCX-Integrated Contractors Exchange). All bids must be submitted to the iCX system prior to 12:00 p.m. June 14, 2024 at which time the bids will be publicly opened from the iCX SecureVault.
- 2. DESCRIPTION OF WORK.** The proposed improvement is identified and advertised for bids in the Invitation for Bids as:

**Contract No. 87832  
DEKALB County  
Section 22-00200-00-PV (City Of Dekalb)  
Project 5B4K-021 ()  
Route FAU 5336 (Lucinda Avenue)  
District 3 Construction Funds**

**Construction of single lane roundabout at the intersection of Lucinda Avenue and Normal Road in the City of Dekalb. Work includes aggregate subgrade improvement, HMA pavement, driveways, sewer construction, pavement markings, traffic signal removal, lighting, and other necessary work.**

- 3. INSTRUCTIONS TO BIDDERS.** (a) This Notice, the invitation for bids, proposal and letter of award shall, together with all other documents in accordance with Article 101.09 of the Standard Specifications for Road and Bridge Construction, become part of the contract. Bidders are cautioned to read and examine carefully all documents, to make all required inspections, and to inquire or seek explanation of the same prior to submission of a bid.  
  
(b) State law, and, if the work is to be paid wholly or in part with Federal-aid funds, Federal law requires the bidder to make various certifications as a part of the proposal and contract. By execution and submission of the proposal, the bidder makes the certification contained therein. A false or fraudulent certification shall, in addition to all other remedies provided by law, be a breach of contract and may result in termination of the contract.
- 4. AWARD CRITERIA AND REJECTION OF BIDS.** This contract will be awarded to the lowest responsive and responsible bidder considering conformity with the terms and conditions established by the Department in the rules, Invitation for Bids and contract documents. The issuance of plans and proposal forms for bidding based upon a prequalification rating shall not be the sole determinant of responsibility. The Department reserves the right to determine responsibility at the time of award, to reject any or all proposals, to re-advertise the proposed improvement, and to waive technicalities.

By Order of the  
Illinois Department of Transportation

Omer Osman,  
Secretary

INDEX  
FOR  
SUPPLEMENTAL SPECIFICATIONS  
AND RECURRING SPECIAL PROVISIONS

Adopted January 1, 2024

This index contains a listing of SUPPLEMENTAL SPECIFICATIONS, frequently used RECURRING SPECIAL PROVISIONS, and LOCAL ROADS AND STREETS RECURRING SPECIAL PROVISIONS.

ERRATA Standard Specifications for Road and Bridge Construction (Adopted 1-1-22) (Revised 1-1-24)

SUPPLEMENTAL SPECIFICATIONS

<u>Std. Spec. Sec.</u>		<u>Page No.</u>
202	Earth and Rock Excavation .....	1
204	Borrow and Furnished Excavation .....	2
207	Porous Granular Embankment .....	3
211	Topsoil and Compost .....	4
407	Hot-Mix Asphalt Pavement (Full-Depth) .....	5
420	Portland Cement Concrete Pavement .....	6
502	Excavation for Structures .....	7
509	Metal Railings .....	8
540	Box Culverts .....	9
542	Pipe Culverts .....	29
586	Granular Backfill for Structures .....	34
630	Steel Plate Beam Guardrail .....	35
644	High Tension Cable Median Barrier .....	36
665	Woven Wire Fence .....	37
782	Reflectors .....	38
801	Electrical Requirements .....	40
821	Roadway Luminaires .....	43
1003	Fine Aggregates .....	44
1004	Coarse Aggregates .....	45
1010	Finely Divided Minerals .....	46
1020	Portland Cement Concrete .....	47
1030	Hot-Mix Asphalt .....	48
1061	Waterproofing Membrane System .....	49
1067	Luminaire .....	50
1097	Reflectors .....	57

RECURRING SPECIAL PROVISIONS

The following RECURRING SPECIAL PROVISIONS indicated by an "X" are applicable to this contract and are included by reference:

<u>CHECK SHEET #</u>		<u>PAGE NO.</u>
1	<input checked="" type="checkbox"/> Additional State Requirements for Federal-Aid Construction Contracts .....	59
2	<input checked="" type="checkbox"/> Subletting of Contracts (Federal-Aid Contracts) .....	62
3	<input checked="" type="checkbox"/> EEO .....	63
4	<input type="checkbox"/> Specific EEO Responsibilities Non Federal-Aid Contracts .....	73
5	<input type="checkbox"/> Required Provisions - State Contracts .....	78
6	<input type="checkbox"/> Asbestos Bearing Pad Removal .....	84
7	<input type="checkbox"/> Asbestos Waterproofing Membrane and Asbestos HMA Surface Removal .....	85
8	<input type="checkbox"/> Temporary Stream Crossings and In-Stream Work Pads .....	86
9	<input checked="" type="checkbox"/> Construction Layout Stakes .....	87
10	<input type="checkbox"/> Use of Geotextile Fabric for Railroad Crossing .....	90
11	<input type="checkbox"/> Subsealing of Concrete Pavements .....	92
12	<input type="checkbox"/> Hot-Mix Asphalt Surface Correction .....	96
13	<input type="checkbox"/> Pavement and Shoulder Resurfacing .....	98
14	<input type="checkbox"/> Patching with Hot-Mix Asphalt Overlay Removal .....	99
15	<input type="checkbox"/> Polymer Concrete .....	101
16	<b>Reserved</b> .....	103
17	<input type="checkbox"/> Bicycle Racks .....	104
18	<input type="checkbox"/> Temporary Portable Bridge Traffic Signals .....	106
19	<input type="checkbox"/> Nighttime Inspection of Roadway Lighting .....	108
20	<input type="checkbox"/> English Substitution of Metric Bolts .....	109
21	<input type="checkbox"/> Calcium Chloride Accelerator for Portland Cement Concrete .....	110
22	<input type="checkbox"/> Quality Control of Concrete Mixtures at the Plant .....	111
23	<input checked="" type="checkbox"/> Quality Control/Quality Assurance of Concrete Mixtures .....	119
24	<b>Reserved</b> .....	135
25	<b>Reserved</b> .....	136
26	<input type="checkbox"/> Temporary Raised Pavement Markers .....	137
27	<input type="checkbox"/> Restoring Bridge Approach Pavements Using High-Density Foam .....	138
28	<input type="checkbox"/> Portland Cement Concrete Inlay or Overlay .....	141
29	<input type="checkbox"/> Portland Cement Concrete Partial Depth Hot-Mix Asphalt Patching .....	145
30	<input type="checkbox"/> Longitudinal Joint and Crack Patching .....	148
31	<input type="checkbox"/> Concrete Mix Design – Department Provided .....	150
32	<input type="checkbox"/> Station Numbers in Pavements or Overlays .....	151

LOCAL ROADS AND STREETS RECURRING SPECIAL PROVISIONS

Table of Contents

<u>CHECK SHEET #</u>		<u>PAGE NO.</u>
LRS 1	<b>Reserved</b> .....	153
LRS 2	<input type="checkbox"/> Furnished Excavation .....	154
LRS 3	<input checked="" type="checkbox"/> Work Zone Traffic Control Surveillance .....	155
LRS 4	<input checked="" type="checkbox"/> Flaggers in Work Zones .....	156
LRS 5	<input type="checkbox"/> Contract Claims .....	157
LRS 6	<input type="checkbox"/> Bidding Requirements and Conditions for Contract Proposals .....	158
LRS 7	<input type="checkbox"/> Bidding Requirements and Conditions for Material Proposals .....	164
LRS 8	<b>Reserved</b> .....	170
LRS 9	<input type="checkbox"/> Bituminous Surface Treatments .....	171
LRS 10	<b>Reserved</b> .....	175
LRS 11	<input type="checkbox"/> Employment Practices .....	176
LRS 12	<input type="checkbox"/> Wages of Employees on Public Works .....	178
LRS 13	<input type="checkbox"/> Selection of Labor .....	180
LRS 14	<input type="checkbox"/> Paving Brick and Concrete Paver Pavements and Sidewalks .....	181
LRS 15	<input type="checkbox"/> Partial Payments .....	184
LRS 16	<input type="checkbox"/> Protests on Local Lettings .....	185
LRS 17	<input type="checkbox"/> Substance Abuse Prevention Program .....	186
LRS 18	<input type="checkbox"/> Multigrade Cold Mix Asphalt .....	187
LRS 19	<input type="checkbox"/> Reflective Crack Control Treatment .....	188

Contents

**SPECIAL PROVISIONS..... 1**

LOCATION OF PROJECT .....1

DESCRIPTION OF PROJECT .....1

MATERIAL PROCUREMENT, CONSTRUCTION START ..... 1

DRIVEWAYS AND ENTRANCES .....2

USE OF FIRE HYDRANTS .....2

WORKSITE MAINTENANCE AND CLEANUP.....2

STORAGE OF MATERIAL AND EQUIPMENT.....2

VANDALIZED OR DAMAGED ITEMS .....3

TREE REMOVAL AND FORESTRY WORK RESTRICTIONS.....3

PORTLAND CEMENT CONCRETE PAVEMENT 10” (JOINTED).....3

DETECTABLE WARNINGS.....5

DUCTILE IRON WATER MAIN .....5

CUT AND CAP EXISTING WATER MAIN .....9

FIRE HYDRANTS TO BE REMOVED.....9

CONCRETE MEDIAN SURFACE .....9

HOT-MIX ASPHALT DRIVEWAY PAVEMENT, 4”.....10

STABILIZED CONSTRUCTION ENTRANCE .....10

RUMBLE STRIP.....11

PERENNIAL PLANTS.....11

WASHOUT BASIN .....12

BRICK PAVERS.....13

CURB WALL (SPECIAL).....14

BRICK PAVER REMOVAL .....14

STORM SEWER CONNECTION.....15

WATER MAIN REMOVAL.....15

FIRE HYDRANT ASSEMBLY COMPLETE .....16

SANITARY MANHOLES TO BE ADJUSTED .....17

SANITARY MANHOLES TO BE RECONSTRUCTED .....17

TRAFFIC CONTROL PLAN .....18

WORK ZONE CONTROL .....19

MAINTENANCE OF ROADWAYS.....21

DETOUR SIGNING .....21

CLEAN CONSTRUCTION OR DEMOLITION DEBRIS.....22

**DISTRICT 3 SPECIAL PROVISIONS .....23**

STATUS OF UTILITIES TO BE ADJUSTED ..... 23

COMPLETION DATE PLUS WORKING DAYS..... 25

STORM SEWER (WATER MAIN REQUIREMENTS).....26

FRAMES AND LIDS TO BE ADJUSTED (SPECIAL) AND WATER VALVES TO BE ADJUSTED, SPECIAL ..... 27

TEMPORARY INFORMATION SIGNING .....28

**ELECTRICAL SPECIAL PROVISIONS.....29**

GENERAL ELECTRICAL REQUIREMENTS..... 29

UNDERGROUND RACEWAYS ..... 40

WIRE AND CABLE ..... 41  
REMOVE EXISTING TRAFFIC SIGNAL EQUIPMENT..... 42  
MAINTENANCE OF LIGHTING SYSTEMS..... 43  
REMOVAL OF LIGHTING LUMINAIRE, SALVAGE ..... 47  
RECTANGULAR RAPID FLASHING BEACON ASSEMBLY (COMPLETE)..... 48  
LIGHT POLE, SPECIAL ..... 54  
TEMPORARY LIGHTING SYSTEM ..... 55  
**IDOT/LOCAL ROADS SPECIAL PROVISIONS ..... 56**  
    LR 107-4: SPECIAL PROVISION FOR INSURANCE ..... 56  
    LR 1030-2: LOCAL QUALITY ASSURANCE/QUALITY MANAGEMENT QC/QA..... 57  
    IDOT TRAINING PROGRAM GRADUATE ON-THE-JOB TRAINING ..... 59  
**PERMITS AND OTHER DOCUMENTATION ..... 61**  
    BORINGS AND PAVEMENT CORES ..... 61

## BDE SPECIAL PROVISIONS

The following special provisions indicated by an "X" are applicable to this contract. An \* indicates a new or revised special provision for the letting.

<u>File Name</u>	<u>Pg.</u>	<u>Special Provision Title</u>	<u>Effective</u>	<u>Revised</u>
80099		<input type="checkbox"/> Accessible Pedestrian Signals (APS)	April 1, 2003	Jan. 1, 2022
80274	74	<input checked="" type="checkbox"/> Aggregate Subgrade Improvement	April 1, 2012	April 1, 2022
80192		<input type="checkbox"/> Automated Flagger Assistance Device	Jan. 1, 2008	April 1, 2023
80173	77	<input checked="" type="checkbox"/> Bituminous Materials Cost Adjustments	Nov. 2, 2006	Aug. 1, 2017
80426		<input type="checkbox"/> Bituminous Surface Treatment with Fog Seal	Jan. 1, 2020	Jan. 1, 2022
80241		<input type="checkbox"/> Bridge Demolition Debris	July 1, 2009	
50531		<input type="checkbox"/> Building Removal	Sept. 1, 1990	Aug. 1, 2022
50261		<input type="checkbox"/> Building Removal with Asbestos Abatement	Sept. 1, 1990	Aug. 1, 2022
80449	79	<input checked="" type="checkbox"/> Cement, Type II	Aug. 1, 2023	
80384	80	<input checked="" type="checkbox"/> Compensable Delay Costs	June 2, 2017	April 1, 2019
80198		<input type="checkbox"/> Completion Date (via calendar days)	April 1, 2008	
80199		<input type="checkbox"/> Completion Date (via calendar days) Plus Working Days	April 1, 2008	
80453		<input type="checkbox"/> Concrete Sealer	Nov. 1, 2023	
80261		<input type="checkbox"/> Construction Air Quality – Diesel Retrofit	June 1, 2010	Nov. 1, 2014
80434		<input type="checkbox"/> Corrugated Plastic Pipe (Culvert and Storm Sewer)	Jan. 1, 2021	
80029	84	<input checked="" type="checkbox"/> Disadvantaged Business Enterprise Participation	Sept. 1, 2000	Mar. 2, 2019
80229	94	<input checked="" type="checkbox"/> Fuel Cost Adjustment	April 1, 2009	Aug. 1, 2017
80452		<input type="checkbox"/> Full Lane Sealant Waterproofing System	Nov. 1, 2023	
80447		<input type="checkbox"/> Grading and Shaping Ditches	Jan 1, 2023	
80433		<input type="checkbox"/> Green Preformed Thermoplastic Pavement Markings	Jan. 1, 2021	Jan. 1, 2022
80443		<input type="checkbox"/> High Tension Cable Median Barrier Removal	April 1, 2022	
80456	97	<input checked="" type="checkbox"/> Hot-Mix Asphalt	Jan. 1, 2024	
80446	98	<input checked="" type="checkbox"/> Hot-Mix Asphalt – Longitudinal Joint Sealant	Nov. 1, 2022	Aug. 1, 2023
* 80438		<input type="checkbox"/> Illinois Works Apprenticeship Initiative – State Funded Contracts	June 2, 2021	April 2, 2024
80045		<input type="checkbox"/> Material Transfer Device	June 15, 1999	Jan. 1, 2022
80450		<input type="checkbox"/> Mechanically Stabilized Earth Retaining Walls	Aug. 1, 2023	
80441	100	<input checked="" type="checkbox"/> Performance Graded Asphalt Binder	Jan 1, 2023	
80451	105	<input checked="" type="checkbox"/> Portland Cement Concrete	Aug. 1, 2023	
* 80459		<input type="checkbox"/> Preformed Plastic Pavement Marking	June 2, 2024	
34261		<input type="checkbox"/> Railroad Protective Liability Insurance	Dec. 1, 1986	Jan. 1, 2022
* 80455	106	<input checked="" type="checkbox"/> Removal and Disposal of Regulated Substances	Jan. 1, 2024	April 1, 2024
80445	108	<input checked="" type="checkbox"/> Seeding	Nov. 1, 2022	
* 80457	114	<input checked="" type="checkbox"/> Short Term and Temporary Pavement Markings	April 1, 2024	April 2, 2024
80448	118	<input checked="" type="checkbox"/> Source of Supply and Quality Requirements	Jan. 2, 2023	
80340		<input type="checkbox"/> Speed Display Trailer	April 2, 2014	Jan. 1, 2022
80127		<input type="checkbox"/> Steel Cost Adjustment	April 2, 2014	Jan. 1, 2022
80397	119	<input checked="" type="checkbox"/> Subcontractor and DBE Payment Reporting	April 2, 2018	
80391	120	<input checked="" type="checkbox"/> Subcontractor Mobilization Payments	Nov. 2, 2017	April 1, 2019
80437	121	<input checked="" type="checkbox"/> Submission of Payroll Records	April 1, 2021	Nov. 2, 2023
80435		<input type="checkbox"/> Surface Testing of Pavements – IRI	Jan. 1, 2021	Jan. 1, 2023
80410		<input type="checkbox"/> Traffic Spotters	Jan. 1, 2019	
20338	123	<input checked="" type="checkbox"/> Training Special Provisions	Oct. 15, 1975	Sept. 2, 2021
80429		<input type="checkbox"/> Ultra-Thin Bonded Wearing Course	April 1, 2020	Jan. 1, 2022
80439	126	<input checked="" type="checkbox"/> Vehicle and Equipment Warning Lights	Nov. 1, 2021	Nov. 1, 2022
80302	127	<input checked="" type="checkbox"/> Weekly DBE Trucking Reports	June 2, 2012	Nov. 1, 2021
80454		<input type="checkbox"/> Wood Sign Support	Nov. 1, 2023	
80427	128	<input checked="" type="checkbox"/> Work Zone Traffic Control Devices	Mar. 2, 2020	
80071		<input type="checkbox"/> Working Days	Jan. 1, 2002	



## STATE OF ILLINOIS

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### SPECIAL PROVISIONS

The following Special Provisions supplement the “Standard Specifications for Road and Bridge Construction, adopted January 1, 2022”, the latest edition of the “Manual on Uniform Traffic Control Devices for Streets and Highways”, and the “Manual of Test Procedures for Materials” in effect on the date of invitation for bids, the latest edition of the “Standard Specifications for Water and Sewer Construction in Illinois” (standard Specifications (W&S), and the “Supplemental Specifications and Recurring Special Provisions” indicated on the Check Sheet included herein, which apply to and govern the construction of F.A.U. Route 5336 (Lucinda Ave), Section 22-00020-00-PV, in Dekalb County, and in case of conflict with any part, or parts, of said Specifications, the said Special Provisions shall take precedence and shall govern.

### LOCATION OF PROJECT

Improvements are proposed at the intersection of Lucinda Avenue and Normal Road within the City of Dekalb, IL. The net and gross length of the project is 1243.7 feet (0.24 miles).

### DESCRIPTION OF PROJECT

The project scope proposes the intersection of Lucinda Avenue and Normal Road to be reconstructed in order to convert the existing signalized intersection into a proposed single lane roundabout. The project consists of earth excavation, aggregate subgrade improvement, preparation of subbase, HMA pavement courses, PCC pavement, curb and sidewalk removal & replacement, HMA and PCC driveway removal & replacement, sewer construction, fire hydrant relocation, pavement marking, traffic signal removal, lighting, restoration, and the necessary appurtenant construction.

### MATERIAL PROCUREMENT, DELAYED CONSTRUCTION START

Lead times for materials procurement will not be allowed to delay the start of this project or cause any suspension of work during the project. The contractor shall ensure that all materials have been procured or can be obtained in such time that construction activities are not interrupted. Under no circumstances shall the intersection be allowed to be closed prior to **April 28, 2025**. The contractor shall provide documentation to the engineer before the start of construction, certifying that all materials are or will be available at the time they are needed.

## **DRIVEWAYS AND ENTRANCES**

The Contractor shall schedule, stage, and conduct operations so that access to drivers and property owners is maintained. Closures of existing driveways and entrances shall be limited to working hours and approved by the Engineer.

The Contractor shall notify all property owners in writing at least 24 hours prior to work beginning on their driveway via door hangers or traditional US mail. The notification shall be submitted to the Engineer for approval prior to distribution. A separate or new notification will be provided if work is not possible due to an item such as inclement weather. The driveway access and closure will be discussed at the Weekly Progress Meeting. It is the Contractor's responsibility to notify the City and Engineer of the plan.

Not all driveways will be allowed to close due to mobility issues of the residents. The Contractor shall accommodate all residents with mobility issues without additional compensation. Delays caused by the Contractor due to this action will be counted as a working day. No additional contract days will be allowed.

## **USE OF FIRE HYDRANTS**

Revise the first paragraph of Article 107.18 of the Standard Specifications to read:

*The use of fire hydrants by the Contractor shall not be permitted. If water is needed, the Contractor shall make application to the proper authorities, and shall conform to the municipal ordinances, rules, or regulations concerning their use.*

## **WORKSITE MAINTENANCE AND CLEANUP**

The Contractor shall be responsible to maintain the job site free of any debris and deleterious material. The material needed to complete the work shall also be maintained in an orderly manner. All foreign materials deposited or accumulated on or in property shall be cleaned up daily and as instructed by the Engineer. Failure to complete the clean-up within the specified timeframe may result in completion of the work by the City at the Contractor's expense. Actual costs incurred by the City for performing this work will be deducted from the monies due to the Contractor.

## **STORAGE OF MATERIAL AND EQUIPMENT**

At no time shall the Contractor store material and equipment in areas other than those specified by the Engineer. All damages outside the construction limits or damages within the construction limits due to the negligence shall be restored by the Contractor at his own expense.

The Contractor shall maintain, during the entire construction period, barricades and warning lights at all material storage areas and around construction equipment if located near traffic areas. The cost to comply with the terms of this requirement will be included in the unit prices of the contract.

## **VANDALIZED OR DAMAGED ITEMS**

The Contractor shall be responsible for protecting against and repairing or replacing work items that were vandalized or defaced. Removal and replacement of the item to the nearest construction joint shall be required.

## **TREE REMOVAL AND FORESTRY WORK RESTRICTIONS**

The Northern Long Eared Bat (NLEB) has been reclassified as an endangered species under the Endangered Species Act by the U.S. Fish and Wildlife Service (USFWS). To avoid and minimize impacts to the NLEB and its habitat, District Three has implemented time restrictions for all tree removal and forestry work. This work shall only be allowed from October 1 through March 31 throughout District Three.

Forestry work includes tree pruning and tree limb removal of live or dead branches, clearcutting, selective clearing, and the removal of live or dead trees measuring 3 inches (3") in diameter or greater at a point of 4.5 feet (4.5') above the highest ground level at the base of the tree.

The IDOT Roadside Development Unit (RDU) and the Environmental Unit will make all final determinations about any tree removal or forestry work requested between April 1 and September 30 due to hazardous conditions or safety concerns. Any requests shall be made to the Resident Engineer for a consultation with the RDU and Environmental Unit.

No additional compensation will be allowed to comply with these restrictions.

No adjustment will be made in the contract unit prices for any tree removal or forestry work pay items necessary to meet the required completion dates specified in the contract.

Significant penalties for knowingly violating any provision of the Endangered Species Act include losing federal funds for the project and the possibility of fines, imprisonment, or both.

## **PORTLAND CEMENT CONCRETE PAVEMENT 10" (JOINTED)**

**Description.** This work shall consist of constructing integrally colored Portland cement concrete pavement for truck apron behind the curb on the specified sections of the roundabout, as shown on the plans. This work shall be completed in accordance with the applicable portions of Section 420 of the Standard specifications, as indicated herein and as directed by the Engineer.

**Submittals.** Manufacturer's data sheets shall be submitted on each product to be used, including preparation instructions, storage and handling requirements, and installation methods.

**Sample Panel Mock Up.** Prior to beginning work, the Contractor shall provide field samples of integrally colored Portland cement concrete with imprinted pattern, surface hardener, and cure/sealer. Samples to be 48 inches by 48 inches, 10 inch thick with surface colors specified. Do not proceed with work until the workmanship, color, and sheen are approved by the Engineer. Refinish mock-ups or provide additional samples as required to obtain the Engineer's approval.

**Materials.** Provide all material in accordance with Section 503 of the Standard Specifications. The color to be used shall be 2.5YR4/2 from the Munsell color chart or a close approximation. The color shall be modified to match the color of existing brick within the corridor if necessary. A color hardener will be required. Final color selections to be approved by the Engineer. Obtain materials from the same source for all coloration. The Contractor shall provide a technical representative from the color supplier for the first day of concrete placement to assist in concrete batching and job site finishing and curing.

The concrete mix design for all medians shall be integrally colored. Integral coloring admixture shall be a non-fading synthetic oxide pigment meeting ASTM C979. Add integral color according to the manufacturer's instructions. Color hardener shall be applied to the surface of the concrete according to the manufacturer's instructions and recommended application techniques.

Apply a separate curing and sealing compound for integrally colored concrete according to the manufacturer's instructions and recommended application techniques.

The compound should include a slip-resistant additive. Apply the curing compound at a uniform interval after each pour to maintain a consistency in finished coloration.

Use admixture designed for use and compatibility with colored concrete pigments. Do not use calcium chloride or admixtures containing chlorides. Use the same admixtures for colored concrete pavement throughout the project.

Joint fillers shall be selected to match the integral colors selected for the project.

**General.** This work shall be according to Sections 503 and 606 of the Standard Specifications and the following:

Colored concrete mixes for the entire project are to be consistent. If additional water is added to the colored concrete once a truck is on site, this concrete will be rejected.

Cover and protect adjacent construction and concrete from discoloration and spillage during placement and curing of colored concrete. Remove and replace discolored concrete as Engineer directs.

Do not cure colored concrete using plastic sheeting unless necessary due to weather conditions. Plastic sheeting shall not be laid directly on top to the concrete as discoloration will occur. Plastic shall be suspended above the concrete.

All completed areas of colored concrete shall be of consistent color and appearance and must meet the approval of the Engineer. Any finished areas that are rejected by Engineer shall be removed and replaced by Contractor at no additional cost.

Note that the adjacent Combination Curb and Gutter is measured and paid for separately and is to remain natural concrete color.

**Method of Measurement.** PORTLAND CEMENT CONCRETE PAVEMENT, 10" (JOINTED) will be measured for payment in place and the area computed per square yard. Concrete curb and gutter around the median will be measured separately for payment.

**Basis of Payment.** This work shall be paid for at the contract unit price per square yard for PORTLAND CEMENT CONCRETE PAVEMENT, 10" (JOINTED)

## DETECTABLE WARNINGS

**Description.** This work shall consist of furnishing and installing detectable warning panels in accordance with Article 424.09 of the Standard Specifications and the provisions herein.

**Construction Requirements.** Add the following to Article 424.09 of the Standard Specifications:

*The Contractor shall make every effort to use radial tiles within sidewalk ramps located along curb line radii where applicable. Where radial tiles cannot be used, rectangular tile shall be cut to fit along the curb line radius in compliance with ADA regulations and to the satisfaction of the Engineer.*

## DUCTILE IRON WATER MAIN

**Description.** This work shall consist of furnishing and installing water main of the size and type specified along with any necessary fittings and pipe restraint. This work shall be in accordance with the applicable portions of Section 561 of the Standard Specifications, "Standard Specification for Water and Sewer Construction in Illinois", the details contained in the plans, and the following.

**Materials.** Materials shall be as follows:

1. Water mains and fittings shall be constructed of ductile iron pipe conforming to the following specifications:
  - a. Bell and spigot pipe: ANSI 21.51 (AWWA C151) Class 52.
  - b. Pit casted pipe shall not be allowed.
  - c. Pipe and fittings shall have an outside bituminous coating with an inside cement lining in accordance with ANSI A21.4 (AWWA C104) Specifications.

- d. Shall have a rated working pressure of three hundred fifty (350) psi plus a surge allowance of one hundred (100) psi. Thickness design shall be in conformance with ANSI/AWWA C150 requirements.
2. Pipe joints shall be mechanical joint or push on joint ductile iron pipe and fittings in accordance with ANSI A21.11 (AWWA C111). Retainer glands shall be required on all fittings. Lengths of pipe restraint shall be determined from manufacturers installation specifications.

All water main pipe and fittings shall be stamped manufactured in the United States of America. The contractor shall submit catalog cuts for the water main pipe and fittings for approval by the Engineer before the start of construction.

All proposed ductile iron pipe shall be wrapped in a black, cross-laminated, linear low density polyethylene encasement a minimum of 8 mils thick. Polyethylene encasement materials and installation methods shall conform to ANSI/AWWA C105/A21.5, using "Method A" or "Method C" installation. Any rips or punctures in the encasement shall be repaired prior to backfilling of the pipe.

Thrust blocking shall be provided as designated in Section 41 of the Standard Specifications for Water and Sewer Construction in Illinois and shall be accomplished using a joint restraint system consisting of MEGALUG mechanical joint restraints designed for the type of piping on which it shall be installed. Mechanical thrust restraint shall utilize multiple gripping wedges incorporated into a follower gland meeting the applicable requirements of ANSI/AWWA C110/A21.10-03. Preformed concrete block thrust blocking shall be provided at all bends greater than 10 degrees, at all mechanical joint connections, and at all fire hydrants. Poured-in-place concrete thrust blocks are not allowed.

A continuous, 10-gauge solid insulated copper tracer wire shall be installed along all water main and hydrant branch lines. The tracer wire shall be carefully placed along the top of the pipe and securely taped in three locations along the pipe prior to placing initial backfill. Any splices in the copper wire shall be soldered and fitted with an insulated watertight boot. Tracer wire shall be brought to grade at all fire hydrants along the outside of the hydrant barrel and terminated in a flush-type access box. Wire connection to the access box shall have a minimum of 24" of slack to permit removal of the lid with the wire intact.

**Testing.** All construction and testing of the water main and related appurtenances shall conform to the applicable requirements of Section 41 of the Standard Specifications for Water and Sewer Construction in Illinois. The City Water Department shall be notified a minimum of forty-eight hours prior to the start of any testing. Testing shall take place for the entire length of water main constructed and shall consist of the following tests:

- Pressure Test
- Leakage Test
- Fire Service Test

The pressure and leakage tests for all water mains shall be conducted at a pressure of 150 psi. Tapped plugs with temporary flushing risers may be required for testing the water main. Proper

blocking must be in place during testing. All water mains and appurtenances shall be tested at 150 psi for a two-hour period. The Contractor shall submit a map identifying all of the water main pressure tested, identifying multiple pressure tests if they are used.

The leakage test shall be completed in accordance with Section 41-2.14C of the Standard Specifications for Water and Sewer Construction in Illinois.

All fire service testing described below shall require a minimum of forty-eight hours' notice to the Water Department and the Building Inspector. The City will be present to witness all tests and will contact the DeKalb Fire Department, 815-748-8460, to be in attendance. The fire service shall be subjected to a hydrostatic pressure of 200 psi or 50 psi in excess of the system working pressure, whichever is greater, and shall maintain that pressure without loss for two hours. (NFPA 13, Chapter 10.10.2.2.1)

All testing shall be completed prior to the removal of the existing main. The Engineer shall be notified prior to the execution of any testing procedure. Should the Contractor fail to notify the Engineer, the tests shall be repeated under the Engineer's supervision at the Contractor's expense.

**Disinfection.** Disinfection of the water main shall conform to Section 41-2.15 of the Standard Specifications for Water and Sewer Construction in Illinois. The Engineer and the City shall be notified prior to any disinfection-related work. All water mains and appurtenances shall be disinfected before they are put into service. The installer is responsible for disinfecting the mains. After completion of the leakage testing, disinfection of the water main shall be in accordance with AWWA C651-99, Standard for Disinfection of Water Mains. Disinfection of the water main shall use the liquid chlorine form and the continuous feed method. 50ppm concentration at the start; 25ppm after 24 hours.

After final flushing of the disinfected water main, bacteriological testing shall be performed in accordance with AWWA C651-99 and the provisions of the Illinois Environmental Protection Agency Public Water Supply Construction Permit. The chlorine residual at the time of bacteriological testing shall not be in excess of that residual present at the points of connection to the existing system. The City may collect their own additional samples for verification of contractor's results. Original bacteriological test results from the testing laboratory, certified by the Illinois Department of Public Health, are to be submitted to the City. The Contractor shall also submit a map of the water main identifying all of the sample locations. All water mains must be shown to be free of bacterial contamination before being placed into service. Satisfactory disinfection is demonstrated when two consecutive water samples, collected at least twenty-four hours apart, indicate no bacterial contamination. The original test results, the sample location map, and the construction permit shall all be transmitted by the City to the Illinois Environmental Protection Agency for approval of the IEPA water main permit.

Cost to provide all disinfection and testing shall be included in the price of water main.

**Construction Requirements.** All water main components shall be installed to maintain a minimum depth of 5.5 feet below proposed finished grade to the top of pipe. Variations from these standards will require approval of the Engineer.

All water main and sewer horizontal and vertical separation shall conform to the latest version of the Standard Specifications for Water & Sewer Construction in Illinois. Reference to these standards should be made when it is impossible to meet separation requirements for casing pipe requirements. Where the proposed water main cannot maintain the required separation from the existing sanitary and storm sewers, the water main of the size and type specified shall be placed in a casing pipe which extends a minimum of ten feet to each side of the crossing or as specified in the plans.

Existing pipelines shall be properly supported during construction of the water main so that cracking and leakage or failure of the existing pipeline does not occur. Fittings (bends, tees, crosses, etc.) in all ductile iron pipe systems shall be restrained to prevent joint separation. Thrust restraint design shall be in accordance with the procedures of the AWWA Manual of Water Supply Practices - M41, Second Edition. Dead end water main ends with caps or plugs shall be mechanically restrained for three joints prior to the dead end in addition to concrete thrust blocking. Restraint harness for push-on bells of ductile iron pipe shall be used on all water main pipe joints within proposed encasement pipe.

Pipe bedding, haunching, and initial backfill shall be of gradation CA-7 from 4 inches below the pipe to a depth 12" above the top of pipe. Trench backfill for this item will not be paid for separately but will be included in the cost of this item.

The Contractor shall notify the Engineer of any planned shutdown of existing water mains a minimum of 48 hours in advance of this work. The Contractor shall notify, in writing, the residents affected by any planned shutdown of existing water mains a minimum of 48 hours in advance of this work via door hangers or tradition U.S. mail. Notices shall be approved by the Engineer prior to distribution to residents. Residents shall not be without water supply for a period lasting more than 4 hours at any given time. Water main shutdowns shall not occur without approval by the Engineer and proper notification to residents affected.

Connections to the existing water main shall be made using a cut in sleeve and tee connection. All fittings and pipes shall be swabbed out with a chlorine solution of at least 50 mg/L as approved by the City of DeKalb Public Works Department.

**Method of Measurement.** Water main will be measured for payment in place in feet. The length measured will include stops fittings and valves.

Water main installed in casing pipe will be measured for payment in place in feet of water main pipe installed within the ends of water main encasement.

**Basis of Payment.** All of the above, except for water main encasement pipe and water main installed within casing pipe, will be paid for at the contract unit price per foot for DUCTILE IRON WATER MAIN of the diameter specified which price will include all fittings, polyethylene encasement, thrust blocking, tracer wire, tracer wire access boxes, testing, disinfection, cutting, capping, and connections to existing water mains to remain in place.



## **CUT AND CAP EXISTING WATER MAIN**

**Description.** This work shall be done in accordance with the current edition of the Standard Specs Water and Sewer Construction in Illinois insofar as applicable and the following provisions. This work shall consist of “cutting and capping” existing water main at the locations shown on the plans or as directed by the Engineer.

**Basis of Payment.** This work will be included in the contract unit price for FIRE HYDRANTS TO BE REMOVED. The work will include all labor, equipment, trench backfill, and fittings to complete the work.

## **FIRE HYDRANTS TO BE REMOVED**

**Description:** This work shall consist of the removal of existing fire hydrants at locations shown on the plans or as directed by the Engineer.

**Construction Requirements.** The hydrant, auxiliary valve and lead pipe to the water main shall be removed. The City shall be notified a minimum of 48 hours in advance of the required shutdown.

Trench backfill for this item will not be paid for separately but will be included in the cost of this item.

The removed fire hydrants shall be delivered to the City yard as directed by the Engineer. Delivery shall be included in the cost of this item.

**Basis of Payment.** This work will be paid for at the contract unit price each for FIRE HYDRANTS TO BE REMOVED, which price will be payment in full for all labor, equipment, and materials for a complete removal.

## **CONCRETE MEDIAN SURFACE**

**Description:** This work shall consist of the construction of concrete median

**Construction Requirements.** The work shall be completed in accordance with Section 606 of the Standard Specifications and IDOT Standard 606301.

**Basis of Payment.** This work will be paid for at the contract unit price per SQUARE FOOT for CONCRETE MEDIAN SURFACE of the depth specified.

## **HOT-MIX ASPHALT DRIVEWAY PAVEMENT, 4”**

**Description.** This work shall consist of constructing a driveway of hot-mix asphalt surface courses on an aggregate base. The work shall be done in accordance with applicable portions of Sections 351 and 406 of the Standard Specifications and the following provisions.

**Materials.** The material for the aggregate base course shall be CA 6 coarse aggregate meeting the requirements of Article 1004.04 of the Standard Specifications. The material for the driveway shall be HMA surface course, IL-9.5, Mix “D”, N50.

**Construction Requirements.** All driveways being reconstructed shall contain a reconstructed aggregate subbase in accordance with the details for driveways shown in the plans unless otherwise specified by the Engineer. Prior to placement of the HMA material, the aggregate base shall be placed, shaped, and compacted to the satisfaction of the Engineer.

The driveway shall be constructed with a minimum 8 inches of aggregate base course, and 4 inches of surface course.

**Method of Measurement.** This work will be measured in place and the area calculated in square yards.

**Basis of Payment.** This work will be paid for at the contract unit price per square yard for HOT-MIX ASPHALT DRIVEWAY PAVEMENT, 4”, which price will include all labor, material, equipment, and included costs necessary.

Removal of existing aggregate subbase and soil to reach the required subgrade depth will be included in the DRIVEWAY PAVEMENT REMOVAL item unit cost.

Aggregate material required to provide a new subbase will be paid at the contract unit price per ton for AGGREGATE BASE COURSE, TYPE B of the specified depth.

## **STABILIZED CONSTRUCTION ENTRANCE**

**Description.** This work will consist of installing temporary stone and geotextile fabric, as needed, at locations as shown on the plans or at the direction of the Engineer and per the details on plans.

**General.** The stabilized construction entrances shall be installed after the existing pavement has been removed and shall remain in place until the time at which proposed pavement is scheduled to be placed. Relocation of stabilized construction entrances due to changes in staging or any other construction operation necessitating in the need to relocate a stabilized construction entrance shall be included in the cost of this item. The Contractor shall remove and properly dispose of the materials from the stabilized construction entrances off site.

**Maintenance.** Mud shall be removed from all vehicles before leaving the site. The adjacent roadways shall be kept clean and clear of mud and debris at all times. If the Stabilized

Construction Entrance becomes ineffective with regard to preventing tracking of mud offsite, it shall be replaced with clean materials.

**Basis of Payment.** This work will be paid for at the contract unit price per square yard for STABILIZED CONSTRUCTION ENTRANCE which price will include all labor, material, equipment necessary to furnish, install, maintain, relocate and remove each entrance.

## RUMBLE STRIP

**Description.** This work shall consist of constructing rumble strips in the pavement at the locations shown on the plans.

**Construction Requirements.** This work shall be done according to the applicable portions of Section 642 of the Standard Specifications and the details on the plans.

**Method of Measurement.** Rumble strips will be measured as each, where each is defined as a 25 ft length installation.

**Basis of Payment.** This work will be paid for at the contract unit price each for RUMBLE STRIP.

## PERENNIAL PLANTS

**Description.** This work shall consist of furnishing, transporting, and planting native perennial plugs. All work shall be in accordance with Section 254 of the Standard Specifications, except as modified herein.

The following shall be added to 254.02:

There shall be 150 plugs of Prairie Dropseed (*Sporobolus heterolepis*) plugs to be installed. In the case in which species are not available, species of similar functional value and suited to similar conditions shall replace the unavailable species. These changes shall be approved by the Engineer.

The following shall be added to Article 254.05:

Plugs shall be installed according to the area specified as PRAIRIE DROPSEED PLUG in the soil erosion and sedimentation control plan. Plug spacing and locations for the plugs shall be 18" on center unless otherwise specified by the Engineer on site. All areas shall be dewatered prior to plug installation. Each perennial plug shall be a 2-inch diameter, 4-inch-deep plug.

254.09 shall be modified as follows:

**Method of Measurement.** This work shall be measured for payment per unit of one plant plug, of the size specified above. Measurement for payment of this work will not be performed until the end of the 30-day establishment period for replacement planting. Only plants that are in place and alive at the time of this measurement will be measured for payment, except that if fewer than 25

percent of the plants are acceptable, a quantity equal to 25 percent of the number of plugs originally installed will be considered measured for payment.

**Basis of Payment.** This work will be paid for at the contract unit price per unit for PERENNIAL PLANTS, PRAIRIE TYPE, 2" DIAMETER BY 4" DEEP PLUG of the type specified on the plans.

## WASHOUT BASIN

**Description.** This work shall consist of installing, maintaining and removing a concrete washout basin on the project site. The Contractor shall take precautions to prevent pollution of streams, lakes, reservoirs, and wetlands with fuels, oils, bitumens, calcium chloride, or other harmful materials according to Article 107.23 of the "Standard Specifications".

**General.** To prevent pollution by residual concrete and/or the by-product of washing out the concrete trucks, concrete washout facilities shall be constructed and maintained on any project which includes cast-in-place concrete items. The concrete washout shall be constructed, maintained, and removed according to this special provision.

The concrete washout facility shall be constructed on the job site in accordance with Illinois Urban Manual practice standard for Temporary Concrete Washout Facility (Code 954). The Contractor may elect to use a pre-fabricated portable concrete washout structure. The Contractor shall submit a plan for the concrete washout facility, to the Engineer for approval, a minimum of 10 calendar days before the first concrete pour. The working concrete washout facility shall be in place before any delivery of concrete to the site. The Contractor shall ensure that all concrete washout activities are limited to the designated area.

The concrete washout facility shall be located no closer than 50 feet from any environmentally sensitive areas, such as water bodies, wetlands, and/or other areas indicated on the plans. Adequate signage shall be placed at the washout facility and elsewhere as necessary to clearly indicate the location of the concrete washout facility to the operators of concrete trucks.

The concrete washout facility shall be adequately sized to fully contain the concrete washout needs of the project. The contents of the concrete washout facility shall not exceed 75% of the facility capacity. Once the 75% capacity is reached, concrete placement shall be discontinued until the facility is cleaned out. Hardened concrete shall be removed and properly disposed of outside the right-of-way. Slurry shall be allowed to evaporate or shall be removed and properly disposed of outside the right-of-way. The Contractor shall immediately replace damaged basin liners or other washout facility components to prevent leakage of concrete waste from the washout facility. Concrete washout facilities shall be inspected by the Contractor after each use. Any and all spills shall be reported to the Engineer and cleaned up immediately. The Contractor shall remove the concrete washout facility when it is no longer needed.

**Basis of Payment.** This work will be paid for at the contract lump sum price for WASHOUT BASIN which price shall include all labor, materials and equipment needed to install, maintain, and remove the concrete washout basin.

## **BRICK PAVERS**

**Description.** This work shall consist of furnishing and installing brick pavers and materials in accordance with the applicable portions of Section 440 of the Standard Specifications and the following:

**Construction Requirements.** A sub-base granular material base course shall be prepared to a depth of 6" and compacted in accordance with Section 311 of the Standard Specifications.

Sand shall be spread over granular base as a setting bed for pavers. Sand shall be spread 2" thick and leveled to required slope and grade. Minimum thickness of sand shall be 1" after leveling. Bed shall not be compacted until pavers are installed. Surface tolerance shall be within 1/4" of required grade as measured with a 10' straightedge in both transverse and longitudinal directions.

The setting bed shall be protected from damage prior to setting pavers. Unit pavers shall be set on sand setting bed. Setting shall be done by competent workmen under adequate supervision, and in accordance with manufacturer's recommendations. Pavers shall be tightly butted. Joints between pavers shall be uniform and shall not exceed 1/8". There shall be no raised edges, either pavers or materials adjacent to pavers that could allow someone to trip. The tolerance for such edges shall be 0" – 1/8" maximum in range. After a sufficient area of pavers has been installed, the pavers shall be compacted by running a mechanical vibratory compactor over the paved surface until the pavers are uniformly leveled, true to grade, and totally immobilized. Where required, pavers shall be accurately cut with a masonry or concrete saw. Cut edges shall be plumb and straight. Scoring and breaking shall not be acceptable. Joints between pavers shall be filled by sweeping sharp sand into the joints. When joints are filled, paver surfaces shall be swept clean of sand.

If landscaping restoration is scheduled for replacement in place of proposed pavement, excavation shall be to a depth to place 4 inches of topsoil.

Shop drawings for heavy duty edge restraint shall be submitted to the Engineer for approval prior to construction.

**Method of Measurement.** This item shall be measured in place and the area calculated in square feet.

**Basis of Payment.** This work will be paid for at the contract unit price per square foot for BRICK PAVER which price shall include all labor, materials, equipment, and incidentals required to complete the work as specified herein.

## **CURB WALL (SPECIAL)**

**Description.** This work shall consist of constructing side curb walls at sidewalk ramps up to 24 inches tall on the exposed face. This work shall be in accordance with the applicable portions of Section 606 of the Standard Specifications.

**Construction Requirements.** Side curb shall be constructed in accordance with the side curb detail shown on the various IDOT Highway Standards related to curb ramps for sidewalks.

Curing and protection shall be in accordance with Article 1020.13 (a) and Article 1020.13 (c). Membrane curing compound shall be Type III (white-pigmented).

Side curb walls shall be constructed on a prepared bedding material consisting of 4 inches of CA 6 crushed aggregate. This bedding shall be an extension of the bedding located underneath the adjacent sidewalk.

**Method of Measurement.** Side curb walls shall be measured for payment in place and the quantity computed in square feet of the exposed vertical face.

**Basis of Payment.** This work shall be paid at the contract unit price per square foot for CURB WALL (SPECIAL) which price shall include all labor, materials, and equipment to complete the work as described above.

## **BRICK PAVER REMOVAL**

**Description.** This work shall consist of removing and disposing of existing brick pavers and excavated materials in accordance with the applicable portions of Section 440 of the Standard Specifications and the following:

**Construction Requirements.** After removing existing brick pavers as indicated on the plans and according to the Engineer, subbase materials including sand, aggregate and soil shall be removed to the depth of the proposed subgrade. Excavation to the proposed subgrade under the existing brick pavers shall not be paid for separately but shall be incidental to the brick paver removal.

If landscaping restoration is scheduled for replacement in place of proposed pavement, excavation shall be to a depth to place 4 inches of topsoil.

**Method of Measurement.** This item shall be measured in place and the area calculated in square feet.

**Basis of Payment.** This work will be paid for at the contract unit price per square foot for BRICK PAVER REMOVAL which price shall include all labor, materials, equipment, and incidentals required to complete the work as specified herein.

## **STORM SEWER CONNECTION**

**Description** This work shall be done in accordance with the applicable portions of Sections 602 and 550 of the Standard Specifications and the following provisions.

**Construction Requirements.** This item shall consist of the work and materials necessary to reconnect the storm sewer at all locations where the existing structures have been removed and replaced with new structures, where existing pipe is connected into proposed manholes as shown on the plans, or where a new connection must be provided for new storm sewer within an existing manhole as noted in the plans. The connections will be paid for on a per-connection basis, regardless of the length or nature of the connection. The connection shall be made with the same size and type of materials as the existing pipes. Whenever practical, removal of the "old lines" to a "joint" will be done. If a tight connection cannot be obtained with normal connection procedures, non-shear mission couplings will be required.

Locations where a new storm sewer line connects into an existing manhole to remain shall include core drilling the appropriate size hole in the existing manhole wall to accommodate the proposed storm sewer connection at the elevation shown on the plans. The storm sewer pipe shall extend into and beyond the inside wall of the manhole and be properly grouted into the manhole.

**Basis of Payment.** This work will be paid for at the contract unit price per each for STORM SEWER CONNECTION, which price shall include all labor, materials, and equipment necessary to complete this item in accordance with the plans and specifications described above.

## **WATER MAIN REMOVAL**

**Description.** This work shall consist of removing portions of the existing water main as shown on the plans or as directed by the Engineer. This work shall be done in accordance with the Standard Specifications for Water and Sewer Construction in Illinois insofar as applicable and the following provisions.

**Construction Requirements.** Existing water main pipe scheduled for removal shall be completely removed and disposed of by the Contractor. This work shall include dewatering (if necessary), excavating down to the existing water main, removal, disposal, backfilling the excavated trench, and all other labor, materials, and equipment necessary to complete the removal of the existing water main.

Trench backfill for this item will not be paid for separately but will be included in the cost of this item.

**Method of Measurement.** This work will be measured for payment in feet of existing water main removed.

**Basis of Payment.** This work will be paid for at the contract unit price per foot for WATER MAIN REMOVAL of the diameter specified.

## **FIRE HYDRANT ASSEMBLY COMPLETE**

**Description.** This work shall consist of furnishing and installing new fire hydrants in accordance with the Standard Specifications (W&S) insofar as applicable and the details in the plans at locations shown on the plans or as directed by the Engineer.

**Materials.** Fire Hydrants shall meet the requirements of AWWA C502 and have the following:

1. 6" mechanical joint connection
2. 5 ¼" valve opening
3. 5-1/2' cover over hydrant lateral
4. 6" valve on lateral
5. Hydrant locator, installed – 5' long by 3/8" diameter with white laminar matrix fiber glass with four 6" red and four 6" white, highly reflective tape stripes. The hydrant locator shall be attached to the hydrant using a bracket that fits onto the 5/8" hydrant bolt and a heavy duty Military Standard zinc plated carbon steel spring that allows 360 degree rod flexibility.
6. Valve box shall have a valve box stabilizer installed\*
7. 30" center hydrant to center of valve.
8. All hydrants shall have a sacrificial anode.
9. Approved Hydrant assembly manufacturers: Waterous Company, Clow Corporation, and Mueller

Hydrants shall be connected to water mains with a minimum diameter of 6" DIWM CL 52 pipe.

The Contractor shall provide catalog cuts for all appurtenant items for the fire hydrant assembly for approval by the Engineer prior to the start of construction.

**Construction Requirements.** Fire hydrants complete shall include the hydrant assembly, the auxiliary valve, and sacrificial anode. Hydrants shall not be less than 2 feet from the back of curb. The fire hydrant pumper nozzle shall be oriented to face the street. No obstructions (signage, street light poles, etc.) shall be installed within 4'-0" of the fire hydrant. Centerline distance between the auxiliary valve stem and the hydrant barrel shall not be less than 2'-0". Fire hydrants shall be rodded to the tee for the hydrant lead and all joints are to be mechanically restrained along the hydrant branch line. All costs associated with providing thrust blocking shall be included in the unit cost of this pay item.

Fire hydrants shall be installed with a maximum of one extension kit used, and a maximum extension of 12". Fire hydrant extension kits must be of the same manufacture as the hydrant and must be installed according to the manufacturer's specifications using original manufacturer parts.

The center of the fire hydrant shall be set at the locations indicated on the plans. All hydrants shall be oriented so that the pumper nozzle faces the roadway. All hydrants and any required adjustment fittings shall receive one coat of rustproof base red paint prior to final Engineer acceptance.



All fire hydrants that have yet to be approved for use must be covered and identified as being "NOT IN SERVICE". Identification bags shall include marking that state "Not In Service." Not in service bags shall be made of 27" x 42" x 4 mil rugged polypropylene material, orange in color and in bold print clearly show in very large, easy-to-read print the words "NOT IN SERVICE". Tie Straps shall be provided to firmly secure bags to the hydrant. If the bag is removed for flushing, testing, or for any other reason prior to full operation, it shall be re-bagged.

**Basis of Payment.** This work will be paid for at the contract unit price each for FIRE HYDRANT ASSEMBLY COMPLETE, which price will be payment in full for all labor and materials required to complete the installation including auxiliary valve and cast-iron valve box and adjusting the barrel length to provide 18 to 24 inches between the pump nozzle and final ground elevation.

### **SANITARY MANHOLES TO BE ADJUSTED**

**Description:** This work shall consist of adjusting sanitary manhole frames to grade. The work will be done in accordance with the applicable portions of Section 603 of the Standard Specifications and the Standard Specifications for Water and Sewer Construction in Illinois.

**Construction Requirements:** The work shall be performed in a manner approved by the Engineer. An external chimney seal with compression bands or an internal chimney seal with expansion bands shall be included as part of this item to maintain a waterproof seal. The chimney seal shall be inspected and approved by the Engineer prior to placing the pavement around the frame.

**Basis of Payment:** This work will be paid for at the contract unit price per each for SANITARY MANHOLES TO BE ADJUSTED.

### **SANITARY MANHOLES TO BE RECONSTRUCTED**

**Description.** This work shall be in accordance with the applicable portions of Sections 602 the Standard Specifications, the Standard Specifications for Water and Sewer Construction in Illinois, and the following:

**Construction Requirements.** Existing castings that are replaced shall remain the property of the Kishwaukee Water Reclamation District and shall be delivered by the Contractor at a location to be identified at the preconstruction meeting.

The existing sanitary structures to be reconstructed are brick/block and require new precast cones and type 1 frame and grate.

This work shall be coordinated with the Kishwaukee Water Reclamation District. Contact information is listed below.

Mike Holland

Technical Services Director  
1031 Sycamore Rd.  
DeKalb, IL 60115  
Phone: 815.758.3513

The work shall be performed in a manner approved by the Engineer. An external chimney seal with compression bands or an internal chimney seal with expansion bands shall be included as part of this item to maintain a waterproof seal. The chimney seal shall be inspected and approved by the Engineer prior to placing the pavement around the frame.

**Basis of Payment:** This work will be paid for at the contract unit price per each for SANITARY MANHOLES TO BE RECONSTRUCTED.

## **TRAFFIC CONTROL PLAN**

**Description.** Traffic control shall be in accordance with the applicable sections of the Standard Specifications, the Supplemental Specifications, the "Illinois Manual on Uniform Traffic Control Devices for Streets and Highways", any special details, and Highway Standards contained in the plans, and the Special Provisions contained herein.

Special attention is called to Articles 107.09 and 107.14 of the Standard Specifications and the following Highway Standards, Details, Quality Standard for Work Zone Traffic Control Devices, Recurring Special Provisions, and Special Provisions contained herein as they relate to traffic control.

Revise Article 701.10 of the Standard Specifications to read: "The Contractor shall conduct inspections of the worksite at a frequency that shall allow for the timely replacement of any traffic control device that has become displaced, worn, or damaged. A sufficient quantity of replacement devices, based on vulnerability to damage, shall be readily available to meet this requirement." Delete Articles 701.19(d) and Article 701.20(g) of the Standard Specifications

Revise the last paragraph of Article 701.13 of the Standard Specifications to read: "Flaggers are required only when workers are present."

### **Standard Drawings.**

701006, 701011, 701501, 701701, 701801, 701901

### **Standard Specifications and Recurring Special Provisions.**

Work Zone Traffic Control and Protection (Section 701)  
Work Zone Traffic Control Surveillance (LRS3)

### **Project Special Provisions.**

Work Zone Control  
Maintenance of Roadways  
Detour Signing

**Details.**

720-8 Temporary Information Signing

At the preconstruction meeting, the Contractor shall furnish the name of the individual in his direct employee who is to be responsible for the installation and maintenance of the traffic control for this project. If the actual installation and maintenance are to be accomplished by a subcontractor, consent shall be requested of the Engineer at the time of the submittal of bids. This shall not relieve the Contractor of the foregoing requirement for a responsible individual in his direct employ. The City will provide the Contractor the name of its representative who will be responsible for the administration of the Traffic Control Plan.

The Contractor shall notify the City at least 72 hours in advance of beginning work. Two-way traffic shall be maintained at all times during the prosecution of this work. When lane assignments conflict with existing pavement markings, approved traffic control devices such as signs, cones, barrels, barricades, etc. shall be used to delineate traffic lanes. When available street width is not sufficient to allow for two-lane, two- way traffic, certified flaggers shall be required in accordance with the standards included herein.

**Basis of Payment.** This work will be paid for at the contract Lump Sum price for TRAFFIC CONTROL AND PROTECTION, (SPECIAL), which price will be payment in full for all labor, materials, and equipment, required to complete the work as specified herein.

**WORK ZONE CONTROL**

**Description.** This work shall be done in accordance with Section 701 of the Standard Specifications insofar as applicable and the following provisions.

**Construction Requirements.** This work shall include furnishing, installing, maintaining, relocating, and removing all traffic control devices used for the purpose of regulating, warning, or directing traffic during the construction or maintenance of this improvement.

The Contractor will be responsible for the proper location, installation, and arrangement of all traffic control devices. Special attention shall be given to advance warning signs during construction operations in order to keep lane assignments consistent with barricade placement at all times. The Contractor will be required to cover all traffic control devices which are inconsistent with lane assignment patterns during the transition from one construction stage to another.

Construction signs referring to daytime lane closures during working hours shall be removed or covered during non-working hours.

The Contractor shall be responsible for coordination of all traffic control work on this project with adjoining or overlapping projects and for coordination of barricade placement necessary to provide a uniform traffic detour pattern. When directed by the Engineer, the Contractor will be required to remove all traffic control devices which were furnished, installed, and maintained by him under this contract, and such devices shall remain the property of the Contractor. All traffic

control devices shall remain in place until specific authorization for relocation or removal is received from the Engineer.

The Contractor shall ensure that all applicable traffic control devices installed by him are operational 24 hours a day, including Sundays and holidays.

The Contractor shall provide a manned telephone on a continuous 24-hour-a-day basis to receive notification of any deficiencies regarding traffic control and protection and shall dispatch personnel, materials, and equipment to correct any such deficiencies. The Contractor shall be required to respond to any call from the City or Resident Engineer concerning any request for improving or correcting traffic control devices and begin making the requested corrections within two (2) hours from the time of notification.

The Contractor is to plan his work so that there will be no open holes in the pavement and that all barricades have been removed from the pavement during non-working hours. Steel plates over trenches will be permitted; however, they must be of sufficient strength and stability to accommodate all traffic.

The governing factor in the execution and staging of work for this project is to provide the motoring public with the safest possible travel conditions along the roadway through this construction zone. The Contractor shall so arrange his operations as to keep the closing of any lane of the roadway to a minimum. Temporary road closures may be used with the approval of the Engineer. See the Typical Road Closure Detail for road closure requirements.

Two-way access to the Northern Illinois University Police Station shall be maintained throughout construction. The Contractor shall submit their plan in writing for approval by the engineer prior to the start of construction.

**Basis of Payment.** This work will not be paid for separately but will be included in the contract lump sum price for TRAFFIC CONTROL AND PROTECTION (SPECIAL) which cost will include provisions for all labor, materials, transportation, handling, and incidentals necessary to furnish, install, maintain, and remove all traffic control devices indicated in the plans, specifications or required by the Engineer, as specified herein.

Revisions in the phasing of construction or maintenance operations requested by the Engineer may require traffic control to be installed in accordance with standards and/or designs other than those included in the plans. In such cases, the standards and/or design will be made available to the Contractor at least one week in advance of the change in traffic control. Payment for traffic control required by these standards and/or design will be in accordance with Article 109.04 of the Standard Specifications.

Revisions in the phasing of construction or maintenance operations requested by the Contractor may require traffic control to be installed in accordance with standards and/or designs other than those included in the plans. Revisions or modifications to the traffic control shown in the contract shall be submitted by the Contractor for approval by the Engineer.

## **MAINTENANCE OF ROADWAYS**

**Description.** This work shall consist of maintaining the existing pavement and shoulders for the length of this project.

**Construction Requirements.** Beginning on the date that the Contractor begins work on this project, he shall assume responsibility for the normal maintenance of all existing roadways within the limits of the improvement. This normal maintenance shall include all repair work deemed necessary by the Engineer but shall not include snow removal operations. Traffic control and protection for this work shall be provided by the Contractor as required by the Traffic Control and Protection Special Provision, the plans, and the Engineer.

The work involved in maintaining the existing pavement and shoulders will be paid for separately at the contract unit prices for the various items of work involved, unless otherwise specified elsewhere in these Special Provisions.

**Basis of Payment.** This work will not be paid for separately but will be included in the contract lump sum price for TRAFFIC CONTROL AND PROTECTION (SPECIAL) which cost will include provisions for all labor, equipment, and materials required to provide roadway maintenance as specified herein.

If items of work have not been provided for in the contract or otherwise specified for payment, such items - including the accompanying traffic control and protection required by the Engineer - will be paid for in accordance with Article 109.04 of the Standard Specifications.

## **DETOUR SIGNING**

**Description.** This work shall consist of providing, installing, maintaining, and removing the signs shown in the plans for the detour of Lucinda Avenue.

**Materials.** The materials for the signs and posts shall be in accordance with Sections 720 and 729 or 730 of the Standard Specifications insofar as applicable.

**Construction Requirements.** Signs shall be installed at the locations shown in the plans or as directed by the Engineer and kept covered until the detour is placed in effect. Once the detour is placed in effect, the signs shall be uncovered and barricades placed as shown on the Detour Plan and Detour Detail. All signs, lights, and barricades shall be maintained in working order 24 hours per day, 7 days per week by the Contractor.

When the detour is no longer needed, as approved by the Engineer, the signs shall be covered or removed.

**Basis of Payment.** This work will not be paid for separately but will be included in the contract lump sum price for TRAFFIC CONTROL AND PROTECTION (SPECIAL), which will be payment in full for providing, installing, maintaining, and removing all signs necessary for the detour shown in the plans.

## **CLEAN CONSTRUCTION OR DEMOLITION DEBRIS**

A soil analysis was performed for this project and a completed IEPA LPC-663 form will be provided to the awarded Contractor for use for the disposal of material generated from this project. It is the Contractor's responsibility to locate and dispose of the material at a permitted CCDD facility in accordance with the criteria set forth in 35 Illinois Administrative Code (IAC) 1100 as amended on August 27, 2012.

If the Contractor's desired CCDD facility requires additional sampling and testing, it is the Contractor's responsibility to provide the additional sampling and testing necessary for appropriate disposal. The Contractor shall not be compensated for the additional sampling, testing, or paperwork necessary as required by the CCDD facility. The cost will be included in the cost of the contract.

**DISTRICT 3 SPECIAL PROVISIONS**

**1B**

**STATUS OF UTILITIES TO BE ADJUSTED**

(Effective January 1, 2007; Revised January 24, 2011)

<u>Name &amp; Address of Utility</u>	<u>Type</u>	<u>Location</u>	<u>Estimated Date Relocation Complete</u>
CITY OF DEKALB 200 S. 4TH STREET DEKALB, IL 60115	Storm Sewer Water Main	Throughout project limits	No Anticipated Conflict
COMCAST 688 INDUSTRIAL DRIVE ELMHURST, IL 60126	Underground Comm	NW Corner of intersection	
COMED ONE LINCOLN CENTER OAKBROOK TERRACE, IL 60181	Underground Electric	North Side of Lucinda Ave	Anticipated aerial line and Pole relocation at the NW corner of the intersection.
KISHWAUKEE WRD 1301 SYCAMORE RD DEKALB, IL 60115	Sanitary Sewer	North Lane Along Lucinda Ave	No Anticipated Conflict
METRONET	Underground Fiber	East Side of North Leg Normal Rd  North Side of West Leg of Lucinda Ave	
NICOR 1844 FERRY ROAD NAPERVILLE, IL 60593	Underground Gas Main	North side of Lucinda Ave (Annie Glidden to Garden Rd)  South side of Lucinda Ave (Caroll Ave to Kishwaukee Dr)	
NORTHERN ILLINOIS UNIVERSITY	Steam Duct Lighting Fiber Optic	East and South Leg Lucinda Lucinda Ave	No Anticipated Conflict

The above represents the best information of the Department and is only included for the convenience of the bidder. The applicable provisions of Section 102 and Articles 105.07, 107.20, 107.37, 107.38, 107.39, 107.40, and 108.02 of the Standard Specifications for Road and Bridge Construction shall apply.

The estimated utility relocation dates should be part of the progress schedule submitted by the Contractor.



**1P**

**COMPLETION DATE PLUS WORKING DAYS**

(Effective January 1, 2016)

Replace Article 108.05 (b) of the Standard Specifications with the following:

(b) Completion Date Plus Working Days. When a completion date plus working days is specified, the Contractor shall complete all major items of work, except as specified below, and safely open all roadways to traffic by 11:59 p.m. on August 15, 2025.

The Contractor will be allowed to complete landscaping items, pavement marking, and other punch list items as approved by the Engineer within 15 working days. Under extenuating circumstances the Engineer may direct that certain items of work, not affecting the safe opening of the roadway to traffic, may be completed with the specified number of working days. Temporary lane closures for this work may be allowed at the discretion of the Engineer.

**5D**

**STORM SEWER (WATER MAIN REQUIREMENTS)**

(Effective July 1, 1990; Revised January 1, 2009)

This work shall consist of constructing storm sewers meeting water main requirements.

Storm Sewer (Water Main Requirements) shall be used at locations where lateral separation between the sewer and water main or water service line is less than 10 feet and the water main invert is less than 18 in. above the storm sewer crown. Also, Storm Sewer (Water Main Requirements) shall be used where the sewer crosses above the water main or water service line with 18 in. minimum vertical separation.

The storm sewer shall be constructed of

Ductile iron pipe, Class 52 with bell and rubber gasket joint or

Concrete pressure pipe conforming to the latest AWWA Standard C300, C301, C303 or

Plastic pipe meeting the material requirements of Section 40. Pipe for Water Mains and Service Connections of the Standard Specifications for Water and Sewer Main Construction in Illinois and Section 550 of the Standard Specifications.

This work shall be done according to the applicable portions of Sections 550 and 561 of the Standard Specifications.

**Method of Measurement.** This work will be measured for payment according to Article 550.09 of the Standard Specifications.

**Basis of Payment.** This work will be paid for at the contract unit price per foot for STORM SEWER (WATER MAIN REQUIREMENTS), of the diameter specified.

**6G**

**FRAMES AND LIDS TO BE ADJUSTED (SPECIAL) and WATER VALVES TO BE ADJUSTED, SPECIAL**  
(Effective June 1, 2012)

**Description.** This work shall consist of adjusting frames and lids and water valves. This work shall be done according to the applicable portions of Section 603 of the Standard Specifications and the following.

**Construction Requirements.** Prior to the milling operation, the Contractor shall remove all frames and lids of manholes and water valves. After removal, the Contractor shall place a suitable metal plate over the manhole and water valve locations and backfill the area with a temporary hot-mix or cold-mix asphalt mixture. The Contractor shall then complete the milling and placement of all HMA lifts except surface course.

Prior to placing the surface course, the Contractor shall reinstall the frames and lids and water valves and adjust them to the finished pavement elevation.

The excavated area around the manholes and water valves shall be filled with Class PP-1 or PP-2 concrete.

**Basis of Payment.** This work will be paid at the contract unit price each for FRAMES AND LIDS TO BE ADJUSTED (SPECIAL) and WATER VALVES TO BE ADJUSTED, SPECIAL.

7S

### **TEMPORARY INFORMATION SIGNING**

(Effective September 24, 2013; Revised July 31, 2020)

**Description.** This work shall consist of the furnishing, installation, maintenance, and removal of temporary information signs.

**Materials.** Materials shall be according to the applicable portions of Section 701 of the Standard Specifications and as shown on the plans.

**Construction Requirements.** The temporary information signs shall be in place at least one week prior to the beginning of construction activities that impact traffic flow and shall remain in place until the completion of the project. If all lanes are open for an extended period of time during the project, the Contractor shall cover the signs until lane closures resume. If the project is shut down for the winter, the signs shall read "Road Work Resumes Spring XXXX."

Signs shall be installed according to the requirements of Section 701.

**Method of Measurement.** This work will be measured for payment in square feet in place. The auxiliary sign panel will not be measured for payment.

**Basis of Payment.** This work will be paid for at the contract unit price per square foot for TEMPORARY INFORMATION SIGNING.

## ELECTRICAL SPECIAL PROVISIONS

### GENERAL ELECTRICAL REQUIREMENTS

This special provision replaces Articles 801.01 – 801.07, 801.09 – 801-16 of the Standard Specifications.

**Definition.** Codes, standards, and industry specifications cited for electrical work shall be by definition the latest adopted version thereof, unless indicated otherwise.

Materials by definition shall include electrical equipment, fittings, devices, motors, appliances, fixtures, apparatus, all hardware and appurtenances, and the like, used as part of, or in connection with, electrical installation.

**Standards of Installation.** Materials shall be installed according to the manufacturer's recommendations, the NEC, OSHA, the NESC, and AASHTO's Standard Specifications for Structural Supports for Highway Signs, Luminaires, and Traffic Signals.

All like materials shall be from the same manufacturer. Listed and labeled materials shall be used whenever possible. The listing shall be according to UL or an approved equivalent.

**Safety and Protection.** Safety and protection requirements shall be as follows.

**Safety.** Electrical systems shall not be left in an exposed or otherwise hazardous condition. All electrical boxes, cabinets, pole handholes, etc. which contain wiring, either energized or non-energized, shall be closed or shall have covers in place and be locked when possible, during nonworking hours.

**Protection.** Electrical raceway or duct openings shall be capped or otherwise sealed from the entrance of water and dirt. Wiring shall be protected from mechanical injury.

**Equipment Grounding Conductor.** All electrical systems, materials, and appurtenances shall be grounded. Good ground continuity throughout the electrical system shall be assured, even though every detail of the requirements is not specified or shown. Electrical circuits shall have a continuous insulated equipment grounding conductor. When metallic conduit is used, it shall be bonded to the equipment grounding conductor, but shall not be used as the equipment grounding conductor.

Detector loop lead-in circuits, circuits under 50 volts, and runs of fiber optic cable will not require an equipment grounding conductor.

Where connections are made to painted surfaces, the paint shall be scraped to fully expose metal at the connection point. After the connection is completed, the paint system shall be repaired to the satisfaction of the Engineer.

Bonding of all boxes and other metallic enclosures throughout the wiring system to the equipment grounding conductor shall be made using a splice and pigtail connection. Mechanical connectors shall have a serrated washer at the contact surface.

All connections to structural steel or fencing shall be made with exothermic welds. Care shall be taken not to weaken load carrying members. Where connections are made to epoxy coated reinforcing steel, the epoxy coating shall be sufficiently removed to facilitate a mechanical connection. The epoxy coating shall be repaired to the satisfaction of the Engineer. Where connections are made to insulated conductors, the connection shall be wrapped with at least four layers of electrical tape extended 6 in. (150 mm) onto the conductor insulation.

**Submittals.** At the preconstruction meeting, the Contractor shall submit a written listing of manufacturers for all major electrical and mechanical items. The list of manufacturers shall be binding, except by written request from the Contractor and approval by the Engineer. The request shall include acceptable reasons and documentation for the change.

Within 30 calendar days after contract execution, the Contractor shall submit, for approval, the manufacturer's product data (for standard products and components) and detailed shop drawings (for fabricated items). Submittals for the materials for each individual pay item shall be complete in every respect. Submittals which include multiple pay items shall have all submittal material for each item or group of items covered by a particular specification, grouped together and the applicable pay item identified. Various submittals shall, when taken together, form a complete coordinated package. A partial submittal will be returned without review unless prior written permission is obtained from the Engineer.

Each PDF document must be a vector format PDF from the originating supplier or program and not scanned images.

The submittal must clearly identify the specific model number or catalog number of the item being proposed.

The submittal shall be properly identified by route, section, county, and contract number.

The Contractor shall have reviewed the submittal material and affixed his/her stamp of approval, with date and signature, for each individual item.

Illegible print, incompleteness, inaccuracy, or lack of coordination will be grounds for rejection.

The City may provide a list of pay items broken out by discipline upon request for a particular contract.

The Engineer will review the submittals for conformance with the design concept of the project according to Article 105.04 and the following. The Engineer will stamp the drawings indicating their status as "Approved", "Approved as Noted", "Disapproved", or "Information Only". Since the Engineer's review is for conformance with the design concept only, it shall be the Contractor's responsibility to coordinate the various items into a working system as specified. The Contractor shall not be relieved from responsibility for errors or omissions in the shop, working, or layout

drawings by the Engineer's approval thereof. The Contractor shall still be in full compliance with contract and specification requirements.

All submitted items reviewed and marked "Disapproved" or "Approved as Noted" shall be resubmitted by the Contractor in their entirety, unless otherwise indicated within the submittal comments.

Work shall not begin until the Engineer has approved the submittal. Material installed prior to approval by the Engineer, will be subject to removal and replacement at no additional cost to the City.

**Certifications.** When certifications are specified and are available prior to material manufacture, the certification shall be included in the submittal information. When specified and only available after manufacture, the submittal shall include a statement of intent to furnish certification. All certificates shall be complete with all appropriate test dates and data.

**Authorized Project Delay.** See Article 801.08

**Maintenance transfer and Preconstruction Inspection:**

General. Before performing any excavation, removal, or installation work (electrical or otherwise) at the site, the Contractor shall request a maintenance transfer and preconstruction site inspection, to be held in the presence of the Engineer and a representative of the party or parties responsible for maintenance of any lighting and/or traffic control systems which may be affected by the work. The request for the maintenance transfer and preconstruction inspection shall be made no less than fourteen (14) calendar days prior to the desired inspection date. The maintenance transfer and preconstruction inspection shall:

Establish the procedures for formal transfer of maintenance responsibility required for the construction period.

Establish the approximate location and operating condition of lighting and/or traffic control systems which may be affected by the work

Marking of Existing Cable Systems. The party responsible for maintenance of any existing lighting and/or traffic control systems at the project site will, at the Contractor's request, mark and/or stake, once per location, all underground cable routes owned or maintained by the State. A project may involve multiple "locations" where separated electrical systems are involved (i.e. different controllers). The markings shall be taken to have a horizontal tolerance of at least 1 foot (304.8 mm) to either side. The request for the cable locations and marking shall be made at the same time the request for the maintenance transfer and preconstruction inspection is made. The Contractor shall exercise extreme caution where existing buried cable runs are involved. The markings of existing systems are made strictly for assistance to the Contractor and this does not relieve the Contractor of responsibility for the repair or replacement of any cable run damaged in the course of his work, as specified elsewhere herein. Note that the contractor shall be entitled to only one request for location marking of existing systems and that multiple requests may only be honored at the contractor's expense. No locates will be made after maintenance is transferred, unless it is at the contractor's expense.

Condition of Existing Systems. The Contractor shall conduct an inventory of all existing electrical system equipment within the project limits, which may be affected by the work, making note of any parts which are found broken or missing, defective or malfunctioning. Megger and load readings shall be taken for all existing circuits which will remain in place or be modified. If a circuit is to be taken out in its entirety, then readings do not have to be taken. The inventory and test data shall be reviewed with and approved by the Engineer and a record of the inventory shall be submitted to the Engineer for the record. Without such a record, all systems transferred to the Contractor for maintenance during construction shall be returned at the end of construction in complete, fully operating condition.”

### **Maintenance and Responsibility During Construction.**

Lighting Operation and Maintenance Responsibility. The scope of work shall include the assumption of responsibility for the continuing operation and maintenance of the existing, proposed, temporary, sign and navigation lighting, or other lighting systems and all appurtenances affected by the work as specified elsewhere herein. Maintenance of lighting systems is specified elsewhere and will be paid for separately

The proposed lighting system must be operational prior to opening the roadway to traffic unless temporary lighting exists which is designed and installed to properly illuminate the roadway.

Energy and Demand Charges. The payment of basic energy and demand charges by the electric utility for existing lighting which remains in service will continue as a responsibility of the Owner, unless otherwise indicated. Unless otherwise indicated or required by the Engineer duplicate lighting systems (such as temporary lighting and proposed new lighting) shall not be operated simultaneously at the Owner's expense and lighting systems shall not be kept in operation during long daytime periods at the Owner's expense. Upon written authorization from the Engineer to place a proposed new lighting system in service, whether the system has passed final acceptance or not, (such as to allow temporary lighting to be removed), the Owner will accept responsibility for energy and demand charges for such lighting, effective the date of authorization. All other energy and demand payments to the utility shall be the responsibility of the Contractor until final acceptance.

**Damage to Electrical Systems.** Should damage occur to any existing electrical systems through the Contractor's operations, the Engineer will designate the repairs as emergency or non-emergency in nature.

Emergency repairs shall be made by the Contractor, or as determined by the Engineer, the City, or its agent. Non-emergency repairs shall be performed by the Contractor within six working days following discovery or notification. All repairs shall be performed in an expeditious manner to assure all electrical systems are operational as soon as possible. The repairs shall be performed at no additional cost to the City.

Lighting. An outage will be considered an emergency when three or more lights on a circuit or three successive lights are not operational. Knocked down materials, which result in a danger to the motoring public, will be considered an emergency repair.



Temporary aerial multi-conductor cable, with grounded messenger cable, will be permitted if it does not interfere with traffic or other operations, and if the Engineer determines it does not require unacceptable modification to existing installations.

**Marking Proposed Locations for Highway Lighting System.** The Contractor shall mark or stake the proposed locations of all poles, cabinets, junction boxes, pull boxes, handholes, cable routes, pavement crossings, and other items pertinent to the work. A proposed location inspection by the Engineer shall be requested prior to any excavation, construction, or installation work after all proposed installation locations are marked. Any work installed without location approval is subject to corrective action at no additional cost to the City.

**Inspection of electrical work.** Inspection of electrical work shall be according to Article 105.12 and the following.

Before any splice, tap, or electrical connection is covered in handholes, junction boxes, light poles, or other enclosures, the Contractor shall notify and make available such wiring for the Engineer's inspection.

**Testing.** Before final inspection, the electrical work shall be tested. Tests may be made progressively as parts of the work are completed or may be made when the work is complete. Tests shall be made in the presence of the Engineer. Items which fail to test satisfactorily shall be repaired or replaced. Tests shall include checks of control operation, system voltages, cable insulation, and ground resistance and continuity.

The forms for recording test readings will be available from the Engineer in electronic format. The Contractor shall provide the Engineer with a written report of all test data including the following:

- Voltage Tests
- Amperage Tests
- Insulation Resistance Tests
- Continuity tests

Lighting systems. The following tests shall be made.

- (1) Voltage Measurements. Voltages in the cabinet from phase to phase and phase to neutral, at no load and at full load, shall be measured and recorded. Voltage readings at the last termination of each circuit shall be measured and recorded.
- (2) Insulation Resistance. Insulation resistance to ground of each circuit at the cabinet shall be measured and recorded with all loads disconnected. Prior to performance of the insulation resistance test, the Contractor shall remove all fuses within all light pole bases on a circuit to segregate the luminaire loads.

On tests of new cable runs, the readings shall exceed 50 megohms for phase and neutral conductors with a connected load over 20A and shall exceed 100 megohms for conductors with a connected load of 20A or less.

On tests of cable runs which include cables which were existing in service prior to this contract, the resistance readings shall be the same or better than the readings recorded at the maintenance transfer at the beginning of the contract. Measurements shall be taken with a megohm meter approved by the Engineer.

- (3) Loads. The current of each circuit, phase main, and neutral shall be measured and recorded. The Engineer may direct reasonable circuit rearrangement. The current readings shall be within ten percent of the connected load based on material ratings.
- (4) Ground Continuity. Resistance of the system ground as taken from the farthest extension of each circuit run from the controller (i.e. check of equipment ground continuity for each circuit) shall be measured and recorded. Readings shall not exceed 2.0 ohms, regardless of the length of the circuit.
- (5) Resistance of Grounding Electrodes. Resistance to ground of all grounding electrodes shall be measured and recorded. Measurements shall be made with a ground tester during dry soil conditions as approved by the Engineer. Resistance to ground shall not exceed 10 ohms.

All test results shall be furnished to the Engineer seven working days before the date the inspection is scheduled.

**Contract Guarantee.** The Contractor shall provide a written guarantee for all electrical work provided under the contract for a period of six months after the date of acceptance with the following warranties and guarantees.

- (a) The manufacturer's standard written warranty for each piece of electrical material or apparatus furnished under the contract. The warranty for light emitting diode (LED) modules, including the maintained minimum luminance, shall cover a minimum of 120 months from the date of delivery.
- (b) The Contractor's written guarantee that, for a period of six months after the date of final acceptance of the work, all necessary repairs to or replacement of said warranted material or apparatus for reasons not proven to have been caused by negligence on the part of the user or acts of a third party shall be made by the Contractor at no additional cost to the City.
- (c) The Contractor's written guarantee for satisfactory operation of all electrical systems furnished and constructed under the contract for a period of six months after final acceptance of the work.

**Record Drawings.** Alterations and additions to the electrical installation made during the execution of the work shall be made on the PDF copy of the as-Let documents using a PDF editor. Hand drawn notations or markups and scanned plans are not acceptable. These drawings shall be updated daily and shall be available for inspection by the Engineer during the work. The record drawings shall include the following:

- Cover Sheet

- Summary of Quantities, electrical items only
- Legends, Schedules, and Notes
- Plan Sheets
- Pertinent Details
- Single Line Diagrams
- Other useful information useful to locate and maintain the systems.

Any modifications to the details shall be indicated. Final quantities used shall be indicated on the Summary of Quantities. Foundation depths used shall also be listed.

As part of the record drawings, the Contractor shall inventory all materials, new or existing, on the project and record information on inventory sheets provided by the Engineer.

The inventory shall include:

- Location of Equipment, including rack, chassis, slot as applicable.
- Designation of Equipment
- Equipment manufacturer
- Equipment model number
- Equipment Version Number
- Equipment Configuration
- Equipment Serial Number

The following electronic inventory forms are available from the Engineer:

- Lighting Controller Inventory
- Lighting Inventory

The information shall be entered in the forms; handwritten entries will not be acceptable; except for signatures. Electronic file shall also be included in the documentation.

When the work is complete, and seven days before the request for a final inspection, the set of contract drawings, stamped "**RECORD DRAWINGS**", shall be submitted to the Engineer for review and approval and shall be stamped with the date and the signature of the Contractor's supervising Engineer or Electrician. . The record drawings shall be submitted in PDF format as well as hardcopy's for review and approval.

In addition to the record drawings, PDF copies of the final catalog cuts which have been Approved and Approved as Noted with applicable follow-up shall be submitted along with the record drawings. The PDF files shall clearly indicate either by filename or PDF table of contents the respective pay item number. Specific part or model numbers of items which have been selected shall be clearly visible. Hard copies of the catalog are not required with this submittal.

The Contractor shall provide three sets of electronically produced drawings in a moisture proof pouch to be kept on the inside door of the controller cabinet or other location approved by the Engineer. These drawings shall show the final as-built circuit orientation(s) of the project in the form of a single line diagram with all luminaires numbered and clearly identified for each circuit.

Final documentation shall be submitted as a complete submittal package, i.e. record drawings, test results, inventory, etc. shall be submitted at the same time. Partial piecemeal submittals will be rejected without review.

A total of three hardcopies and an electronic copy of the final documentation shall be submitted. Record Drawings shall include Marked up plans, controller info, Service Info, Equipment Settings, Manuals, Wiring Diagrams for each discipline.

GPS Documentation. In addition to the specified record drawings, the Contactor shall record GPS coordinates of the following electrical components being installed, modified or being affected in other ways by this contract:

- All light poles.
- Handholes and vaults.
- Junction Boxes.
- Conduit roadway crossings.
- Controllers.
- Electric Service locations.

Datum to be used shall be North American 1983.

Data shall be provided electronically. The electronic format shall be compatible with MS Excel. Latitude and Longitude shall be in decimal degrees with a minimum of 6 decimal places. Each coordinate shall have the following information:

1. District
2. Description of item
3. Designation
4. Use
5. Approximate station
6. Contract Number
7. Date
8. Owner
9. Latitude
10. Longitude
11. Comments

A spreadsheet template will be available from the Engineer for use by the Contractor.

Accuracy. Data collected is to be mapping grade. A handheld mapping grade GPS device shall be used for the data collection. The receiver shall support differential correction and data shall have minimum 5 meter accuracy after post processing.

GPS receivers integrated into cellular communication devices, recreational and automotive GPS devices are not acceptable.

The GPS shall be the product of an established major GPS manufacturer having been in the business for a minimum of 6 years.”

The inspection will not be made until after the delivery of acceptable record drawings, specified certifications, and the required guarantees.

The Final Acceptance Documentation Checklist shall be completed and is contained elsewhere herein.

**Acceptance.** Acceptance of electrical work will be given at the time when the City assumes the responsibility to protect and maintain the work according to Article 107.30 or at the time of final inspection.

When the electrical work is complete, tested, and fully operational, the Contractor shall schedule an inspection for acceptance with the Engineer no less than seven working days prior to the desired inspection date. The Contractor shall furnish the necessary labor and equipment to make the inspection.

A written record of the test readings taken by the Contractor according to Article 801.13 shall be furnished to the Engineer seven working days before the date the inspection is scheduled. Inspection will not be made until after the delivery of acceptable record drawings, specified certifications, and the required guarantees.

**Final Acceptance Documentation Checklist**

LOCATION	
Route	Common Name
Limits	Section
Contract #	County
Controller Designation(s)	City

ITEM	Contractor (Verify)	Resident Engineer (Verify)
<b>Record Drawings</b>		
-Three hardcopies (11" x 17")	<input type="checkbox"/>	<input type="checkbox"/>
-Electronic Copy	<input type="checkbox"/>	<input type="checkbox"/>
<b>Field Inspection Tests</b>		
-Voltage	<input type="checkbox"/>	<input type="checkbox"/>
-Amperage	<input type="checkbox"/>	<input type="checkbox"/>
-Cable Insulation Resistance	<input type="checkbox"/>	<input type="checkbox"/>
-Continuity	<input type="checkbox"/>	<input type="checkbox"/>
-Controller Ground Rod Resistance	<input type="checkbox"/>	<input type="checkbox"/>
<b>GPS Coordinates</b>		
-Excel file	<input type="checkbox"/>	<input type="checkbox"/>
<b>Job Warranty Letter</b>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Catalog Cut Submittals</b>		
-Approved & Approved as Noted	<input type="checkbox"/>	<input type="checkbox"/>
<b>Lighting Inventory Form</b>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Lighting Controller Inventory Form</b>	<input type="checkbox"/>	<input type="checkbox"/>

**General Notes:**

Record Drawings – The record drawings should contain contract cover sheet, summary of quantities showing all lighting pay item sheets, proposed lighting plans and lighting detail sheets. Submit hardcopies shall be 11" x 17" size. Temporary lighting plans and removal lighting plans should not be part of the set.

Field Inspection Tests – Testing should be done for proposed cables. Testing shall be per standard specifications. Forms shall be neatly filled out.

GPS Coordinates – Check special provisions "General Electrical Requirements". Submit electronic "EXCEL" file.

Job Warranty Letter – See standard specifications.

Cutsheet Submittal – See special provisions “General Electrical Requirements”. Scan Approved and Approved as Noted cutsheets.

Lighting Inventory Form – Inventory form should include only proposed light poles, proposed light towers, proposed combination (traffic/light pole) lighting and proposed underpass luminaires.

Lighting Controller Inventory Form – Form should be filled out for only proposed lighting controllers.

## **UNDERGROUND RACEWAYS**

Revise Article 810.04 of the Standard Specifications to read:

“Installation. All underground conduits shall have a minimum depth of 30-inches (700 mm) below the finished grade.”

Add the following to Article 810.04 of the Standard Specifications:

“All metal conduit installed underground shall be Rigid Steel Conduit unless otherwise indicated on the plans.”

Add the following to Article 810.04 of the Standard Specifications:

“All raceways which extend outside of a structure or duct bank but are not terminated in a cabinet, junction box, pull box, handhole, post, pole, or pedestal shall extend a minimum of 300 mm (12”) or the length shown on the plans beyond the structure or duct bank. The end of this extension shall be capped and sealed with a cap designed for the conduit to be capped.

The ends of rigid metal conduit to be capped shall be threaded, the threads protected with full galvanizing, and capped with a threaded galvanized steel cap.

The ends of rigid nonmetallic conduit and coilable nonmetallic conduit shall be capped with a rigid PVC cap of not less than 3 mm (0.125”) thick. The cap shall be sealed to the conduit using a room-temperature-vulcanizing (RTV) sealant compatible with the material of both the cap and the conduit. A washer or similar metal ring shall be glued to the inside center of the cap with epoxy, and the pull cord shall be tied to this ring.”



## **WIRE AND CABLE**

Add the following to the first paragraph of Article 1066.02(a):

“The cable shall be rated at a minimum of 90°C dry and 75°C wet and shall be suitable for installation in wet and dry locations, and shall be resistant to oils and chemicals.”

Add the following to Article 1066.03(b) of the Standard Specifications:

“Cable sized No. 2 AWG and smaller shall be U.L. listed Type RHH/RHW and may be Type RHH/RHW/USE. Cable sized larger than No. 2 AWG shall be U.L. listed Type RHH/RHW/USE.”

Revise the second paragraph of Article 1066.05 to read:

“The tape shall have reinforced metallic detection capabilities consisting of a woven reinforced polyethylene tape with a metallic core or backing.”

## **REMOVE EXISTING TRAFFIC SIGNAL EQUIPMENT**

This work shall consist of the removal of existing traffic signal equipment and the existing controller cabinet and its contents, at the intersection of Lucinda Avenue at Normal Road, in accordance with Section 895 of the Standard Specifications except as described herein. The list of removal items is listed on each individual intersection in the plans.

The following salvaged items removed shall become the property of the City of DeKalb. Items shall be delivered to the City of Mattoon (1216 Market Street, DeKalb, IL 60115). The contractor shall contact the City to arrange for delivery of said items.

- Emergency Vehicle Preemption Light Detector, Confirmation Beacon, and Phasing Unit
- All Video Detection System Equipment (Camera and Cabinet Interface Unit)

All remaining salvaged items removed shall become the property of the Contractor and shall be disposed of outside the right-of-way at the Contractors expense.

This work will be paid for at the contract unit price EACH for REMOVE EXISTING TRAFFIC SIGNAL EQUIPMENT.

## **MAINTENANCE OF LIGHTING SYSTEMS**

Replace Article 801.11 and 801.12 of the Standard Specifications with the following:

Effective the date the Contractor's activities (electrical or otherwise) at the job site begin, the Contractor shall be responsible for the proper operation and maintenance of all existing and proposed lighting systems which are part of, or which may be affected by the work until final acceptance or as otherwise determined by the Engineer.

Before performing any excavation, removal, or installation work (electrical or otherwise) at the site, the Contractor shall initiate a request for a maintenance transfer and preconstruction inspection, as specified elsewhere herein, to be held in the presence of the Engineer and a representative of the party or parties responsible for maintenance of any lighting systems which may be affected by the work. The request for the maintenance preconstruction inspection shall be made no less than seven (7) calendar days prior to the desired inspection date.

Existing lighting systems, when depicted on the plans, are intended only to indicate the general equipment installation of the systems involved and shall not be construed as an exact representation of the field conditions. It remains the Contractor's responsibility to visit the site to confirm and ascertain the exact condition of the electrical equipment and systems to be maintained.

### **Maintenance of Existing Lighting Systems**

**Existing lighting systems.** Existing lighting systems shall be defined as any lighting system or part of a lighting system in service at the time of contract Letting. The contract drawings indicate the general extent of any existing lighting, but whether indicated or not, it remains the Contractor's responsibility to ascertain the extent of effort required for compliance with these specifications and failure to do so will not be justification for extra payment or reduced responsibilities.

### **Existing Lighting Systems Requiring Maintenance.**

#### **City of DeKalb – Lucinda Avenue Lighting System – Full Maintenance:**

- Lighting Controller at Lucinda Avenue and Russell Road.
- All Street Light Poles from Annie Glidden Road to Garden Road.

### **Extent of Maintenance.**

**Partial Maintenance.** Unless otherwise indicated, if the number of circuits affected by the contract is equal to or less than 40% of the total number of circuits in a given controller and the controller is not part of the contract work, the Contractor needs only to maintain the affected circuits. The affected circuits shall be isolated by means of in-line waterproof fuse holders as specified elsewhere and as approved by the Engineer.

**Full Maintenance.** If the number of circuits affected by the contract is greater than 40% of the total number of circuits in a given controller, or if the controller is modified in any way under the contract work, the Contractor shall maintain the entire controller and all associated circuits.

### **Maintenance of Proposed Lighting Systems**

**Proposed Lighting Systems.** Proposed lighting systems shall be defined as any lighting system or part of a lighting system, temporary or permanent, which is to be constructed under this contract.

The Contractor shall be fully responsible for maintenance of all items installed under this contract. Maintenance shall include, but not be limited to, any equipment failures or malfunctions as well as equipment damage either by the motoring public, Contractor operations, vandalism, or other means. The potential cost of replacing or repairing any malfunctioning, damaged, or vandalized equipment shall be included in the bid price of this item and will not be paid for separately.

### **Lighting System Maintenance Operations**

The Contractor's responsibility shall include the maintenance of lighting units (including sign lighting), cable runs and lighting controls. In the case of a pole knockdown or sign light damage, the Contractor shall promptly clear the lighting unit and circuit discontinuity and restore the system to service. The equipment shall then be re-set by the contractor within the time limits specified herein.

If the equipment damaged by normal vehicular traffic, not contractor operations, is beyond repair and cannot be re-set, the contractor shall replace the equipment in kind with payment made for such equipment under Article 109.04. If the equipment damaged by any construction operations, not normal vehicular traffic, is beyond repair and cannot be re-set, the contractor shall replace the equipment in kind and the cost of the equipment shall be included in the cost of this pay item and shall not be paid for separately.

Responsibilities shall also include weekly night-time patrol of the lighting system, with patrol reports filed immediately with the Engineer and with deficiencies corrected within 24 hours of the patrol. Patrol reports shall be presented on standard forms as designated by the Engineer. Uncorrected deficiencies may be designated by the Engineer as necessitating emergency repairs as described elsewhere herein.

The following chart lists the maximum response, service restoration, and permanent repair time the Contractor will be allowed to perform corrective action on specific lighting system equipment.

INCIDENT OR PROBLEM	SERVICE RESPONSE TIME	SERVICE RESTORATION TIME	PERMANENT REPAIR TIME
Control cabinet out	1 hour	4 hours	7 Calendar days
Hanging mast arm	1 hour to clear	N/A	7 Calendar days
Motorist caused damage or leaning light pole 10 degrees or more	1 hour to clear	4 hours	7 Calendar days
Circuit out – Needs to reset breaker	1 hour	4 hours	N/A
Circuit out – Cable trouble	1 hour	24 hours	21 Calendar days
Outage of 2 or more successive lights	1 hour	4 hours	N/A
Outage (single or multiple) found on night outage survey or reported to City	N/A	N/A	7 Calendar days

- **Service Response Time** -- amount of time from the initial notification to the Contractor until a patrolman physically arrives at the location.
- **Service Restoration Time** – amount of time from the initial notification to the Contractor until the time the system is fully operational again (In cases of motorist caused damage the undamaged portions of the system are operational.)
- **Permanent Repair Time** – amount of time from initial notification to the Contractor until the time permanent repairs are made if the Contractor was required to make temporary repairs to meet the service restoration requirement.

Failure to provide this service will result in liquidated damages of \$500 per day per occurrence. In addition, the City reserves the right to assign any work not completed within this timeframe to the City's Public Works staff. All costs associated to repair this uncompleted work shall be the responsibility of the Contractor. Failure to pay these costs to the City within one month after the incident will result in additional liquidated damages of \$500 per month per occurrence. Unpaid bills will be deducted from any monies owed to the Contractor. Repeated failures and/or a gross failure of maintenance shall result in the City's Public Works staff being directed to correct all deficiencies and the resulting costs deducted from any monies owed to the contractor.

Damage caused by the Contractor's operations shall be repaired at no additional cost to the Contract.

**Operation of Lighting**

The lighting shall be operational every night, dusk to dawn. Duplicate lighting systems (such as temporary lighting and proposed new lighting) shall not be operated simultaneously. Lighting systems shall not be kept in operation during long daytime periods.

**Method of Measurement**

The contractor shall demonstrate to the satisfaction of the Engineer that the lighting system is fully operational prior to submitting a pay request. Failure to do so will be grounds for denying the pay request. Months in which the lighting systems are not maintained and not operational will not be paid for. Payment shall not be made retroactively for months in which lighting systems were not operational.

**Basis of Payment.** Maintenance of lighting systems shall be paid for at the lump sum contract unit price for **MAINTENANCE OF EXISTING LIGHTING SYSTEM COMPLETE**, which shall include all work as described herein.

## **REMOVAL OF LIGHTING LUMINAIRE, SALVAGE**

### Description.

This work shall consist of the removal and salvaging of existing luminaires and poles.

### **CONSTRUCTION REQUIREMENTS**

#### General.

No removal work will be allowed without approval from the Engineer. Removal shall start as soon as the temporary lighting system is placed in approved operation. An inspection and approval by the Engineer will take place before any associated temporary lighting is approved for operation.

#### Removal of Luminaires and Poles.

The existing luminaire and pole shall be disconnected and removed from the ground. Disconnect any luminaire safety cable assemblies. Any damage resulting from the removal and/or transportation of the lighting luminaire, pole, and associated hardware, shall be repaired or replaced in kind. The Engineer will be the sole judge to determine the extent of damage and the suitability of repair and/or replacement. The removal of luminaries and poles shall include the luminaries, lamps, poles, and associated hardware and appurtenances.

#### Salvage.

When indicated on the plans, luminaries, poles, and all associated hardware and appurtenances shall remain the property of the City of DeKalb and shall be delivered to the Public Works facility located at 1216 Market Street, DeKalb, IL 60115 and unloaded and stacked there, as directed by the Engineer. Wood blocking, banding, or other appurtenant items required for proper stacking and protection shall be included. The contractor shall call 815-748-2030 to schedule the delivery date and location.

#### Method of Measurement.

Each luminaire unit which is removed and delivered to the City of DeKalb Public Works facility will be counted as a unit for payment.

#### Basis of Payment.

Removal of luminaires will be paid for at the contract unit price per each for REMOVAL OF LIGHTING LUMINAIRE, SALVAGE.

## **RECTANGULAR RAPID FLASHING BEACON ASSEMBLY (COMPLETE)**

This work shall consist of furnishing all labor, equipment, and material necessary for the installation and assembly of the rectangular rapid flashing beacon complete (RFFB), which includes traffic signal post and bases, signs, pedestrian push button, and flashing lights. The work for signs, pedestrian push button, and flashing lights shall be in accordance with Section 720 of the Standard Specifications and plan details for the specified locations. The work for the traffic signal post and base shall be in accordance with Section 875 of the Standard Specifications and plan details for the specified locations. The installation of the RFFB shall be placed within a maximum distance of 6' from the marked crosswalk.

The RRFB assembly shall conform to the following minimum specifications:

### Functional Specifications

1. The light intensity of the vehicle indications shall meet the minimum specifications of Society of Automotive Engineers (SAE) standard J595 (Directional Flashing Optical Warning Devices for Authorized Emergency, Maintenance, and Service Vehicles) dated November 2008. Manufacturer Certification of Compliance shall be provided upon request.
2. When activated, all indications associated with a given crosswalk (including those with an advance crossing sign, if used) shall simultaneously commence operation of their alternating rapid flashing within 120 msec and shall cease operation at a predetermined time after the pedestrian actuation.
3. The Pedestrian indication shall be directed at and visible to pedestrians in the crosswalk, and it shall flash concurrently with the vehicle indications to give confirmation that the RRFB is in operation.
4. The system shall include an actuation counter providing data that can be downloaded on-site to a laptop computer using DB9 or USB type cables.
5. Operate on a 120-volt AC utility electric service.

### Materials

#### Light Bar Housing and Indications

1. The Light Bar housing shall be constructed of durable, corrosion resistant, powder-coated aluminum with stainless steel fasteners.
2. Enclosed components shall be modular in design whereby any component can be easily replaced using common hand tools, without having to remove the housing from the pole.
3. All mounting hardware required for mounting the Light Bar housing shall be provided and shall be stainless steel.



4. Each of the vehicle RRFB LED indications shall be approximately 7.25" wide x 3" high.
5. A pedestrian LED indication, approximately 0.5" wide x 2.5" high, shall be side-mounted in the Light Bar housing to be directed at and visible to pedestrians in the crosswalk.
6. The LEDs used shall be rated for a minimum 15-year life span.
7. The lights shall have the capability of variable dimming based on the input from an integrated photocell.
8. The RRFB shall be able to be seen at least 1,000 feet in advance of the crossing during the day.

#### Controller

1. The Controller shall be housed in a NEMA 3R rated aluminum enclosure, intended for indoor or outdoor use, primarily to provide a degree of protection against corrosion, windblown dust and rain, splashing water, hose-directed water, and damage from ice formation.
2. The LED light outputs and flash pattern shall be completely programmable, with the capability to actuate RRFB, round LED signal beacons and LED-enhanced signs.
3. The flashing output shall have 70 to 80 periods of flashing per minute, during which one of the yellow indications shall emit two medium pulses of light and the other yellow indication shall emit four short rapid pulses of light followed by a long pulse. The output current shall be maintained as programmed for the duration of the pulse. The flashing output shall be programmable.
4. The Controller flash pattern shall be Interim Approval 21 compliant WW + S .
5. The Controller flash rate shall be Interim Approval 21 compliant at 50 milliseconds.
6. The Controller shall be reconfigurable if future MUTCD or State guidelines specify a different flash pattern.
7. The Controller shall be capable of storing input count data in preset intervals, with downloadable capabilities using optional Windows based PC software program and standard RS232 programming cable.
8. The Controller shall be, in the unlikely event of failure, replaceable independently of other components.

#### Wireless Transceiver Radio

1. Radio control shall be utility powered, operating on an FCC approved 900 MHz or 2.4 GHz frequency, hopping spread spectrum network with a normal operating range of 900 feet.
2. Radios shall provide wireless communication between the assemblies to integrate the pushbutton activation of indications.
3. To ensure all integral indications consistently flash in unison, the radio shall synchronize the controllers to activate the indications within 120msec of one other and remain synchronized throughout the duration of the flashing cycle.
4. The Radio shall be, in the unlikely event of failure, replaceable independently of other components.
5. The Radio shall have a minimum operating temperature range of -30°F to 165°F (-34.4° to 73.8°C).

#### Signs and Plaques

1. All signs shall conform to MUTCD standards.
2. All sign blanks and plaques shall be Federally specified .080 gauge, 5052 aluminum.
3. Unless specified otherwise, sign sheeting shall be type AZ high intensity prismatic sheeting.
4. All sign assemblies shall use provided anti-vandal fasteners and tools to mount components to sign, and sign to fixture.
5. Crossing signs shall be W11-2(FYG) per MUTCD.
6. Crossing plaques M6-2(FYG) shall accompany the crossing signs at the beacon assembly.
7. Pedestrian pushbutton instructional signs shall be furnished, at a minimum size of 9" x 12", and installed integral with each pedestrian pushbutton.

#### Pushbutton

1. The Push Button shall be capable of continuous operation within a temperature range of  
of  
-30° to 165°F (-34° to 74°C).
2. The Push Button shall be an Accessible Pedestrian Signals (APS) push button, ADA compliant, NEMA rated, ultra-durable long-life button and shall operate in compliance with the latest Public Right-of-Way Accessibility Guidelines (PROWAG). The pedestrian push button shall meet the requirements of Section 888 of the Standard Specifications.

3. A low-profile push button frame shall be provided. The pushbutton frame shall be constructed of aluminum and shall have accommodate a 9" x 12" sign and pedestrian pushbutton.

### Warranty

The RRFB assembly shall have a 3-year limited battery warranty, 5-year limited system warranty, and 10-year limited solar panel warranty.

### RRFB Operational Requirements

The RRFB assembly shall conform to the following IDOT Operational Requirements:

#### Beacon Flashing Requirements:

1. When actuated, the two yellow indications in each RRFB unit shall flash in a rapidly flashing sequence.
2. As a specific exception to the requirements for the flash rate of beacons provided in Paragraph 3 of Section 4L.01 of the 2009 MUTCD, RRFBs shall use a much faster flash rate and shall provide 75 flashing sequences per minute. Except as provided in Condition Sf below, during each 800-millisecond flashing sequence, the left and right RRFB indications shall operate using the following sequence:
  - The RRFB indication on the left-hand side shall be illuminated for approximately 50 milliseconds. Both RRFB indications shall be dark for approximately 50 milliseconds.
  - The RRFB indication on the right-hand side shall be illuminated for approximately 50 milliseconds. Both RRFB indications shall be dark for approximately 50 milliseconds.
  - The RRFB indication on the left-hand side shall be illuminated for approximately 50 milliseconds. Both RRFB indications shall be dark for approximately 50 milliseconds.
  - The RIRFB indication on the right-hand side shall be illuminated for approximately 50 milliseconds. Both RRFB indications shall be dark for approximately 50 milliseconds.
  - Both RRFB indications shall be illuminated for approximately 50 milliseconds. Both RRFB indications shall be dark for approximately 50 milliseconds.

- The RRFB indication on the right-hand side shall be illuminated for approximately 50 milliseconds. Both RRFB indications shall be dark for approximately 250 milliseconds.
3. The flash rate of each individual RRFB indication, as applied over the full flashing sequence, shall not be between 5 and 30 flashes per second to avoid frequencies that might cause seizures.
  4. The light intensity of the yellow indications during daytime conditions shall meet the minimum specifications for Class 1 yellow peak luminous intensity in the Society of Automotive Engineers (SAE) Standard J595 (Directional Flashing Optical Warning Devices for Authorized Emergency, Maintenance, and Service Vehicles) dated January 2005.
  5. To minimize excessive glare during nighttime conditions, an automatic signal dimming device should be used to reduce the brilliance of the RRFB indications during nighttime conditions.

#### IDOT Requirements for Beacon Operation

1. The RRFB shall be normally dark, shall initiate operation only upon pedestrian actuation, and shall cease operation at a predetermined time after the pedestrian actuation or, with passive detection, after the pedestrian clears the crosswalk.
2. All RRFB units associated with a given crosswalk (including those with an advance crossing sign, if used) shall, when actuated, simultaneously commence operation of their rapid-flashing indications and shall cease operation simultaneously.
3. If pedestrian pushbutton detectors (rather than passive detection) are used to actuate the RRFB indications, a PUSH BUTTON TO TURN ON WARNING LIGHTS (RIO-25) sign shall be installed explaining the purpose and use of the pedestrian pushbutton detector.
4. The duration of a predetermined period of operation of the RRFBs following each actuation should be based on the procedures provided in Section 4E.06 of the 2009 MUTCD for the timing of pedestrian clearance times for pedestrian signals.
5. The predetermined flash period shall be immediately initiated each time that a pedestrian is detected either through passive detection or as a result of a pedestrian pressing a pushbutton detector, including when pedestrians are detected while the RRFBs are already flashing and when pedestrians are detected immediately after the RRFBs have ceased flashing.
6. A small pilot light may be installed integral to the RRFB or pedestrian pushbutton detector to give confirmation that the RRFB is in operation.

Basis of Payment

This work will be paid for at the contract unit price per Each for RECTANGULAR RAPID FLASHING BEACON ASSEMBLY (COMPLETE) and shall be payment in full for all labor, equipment, and materials required to furnish and install the RRFB assembly including traffic signal post, signs, pedestrian push button, flashing lights, advance warning signs, and accessories described above, complete.

## **LIGHT POLE, SPECIAL**

### Description.

This item shall consist of furnishing and installing a light pole complete with all hardware and accessories required for the permanent use of the pole including luminaire, wiring, fuses, and GFCI festoon receptacle as specified herein and as indicated on the plans.

### Materials.

The light pole arm, shaft and luminaire shall be manufactured and/or supplied by the following:

Pole: NOV Ameron MEO09 113I

Luminaire: GE Current Evolve EACL-01-0-E3-AW-7-30-N-D-D1-GRAY

10' Arm (when specified): NOV Ameron MOAD 10'

0.5' Arm (when specified): GE Current Evolve Mount or approved equivalent

The festoon receptacle shall be a weather and tamper resistant duplex GFCI outlet for use with NEMA 5-15 connectors. The receptacle shall also have a weather resistant cover that can be closed while the receptacle is being used.

## **CONSTRUCTION REQUIREMENTS**

### Transportation.

The Contractor shall transport, handle the light pole and luminaire in complete conformance with industry standard recommendations.

### Installation.

Installation shall be as described in Article 830.03(a). Unless otherwise indicated, the Contractor shall provide all hardware to install the pole as specified herein and indicated on the plans. All components shall be installed per the manufacturer's instructions and recommendations. The orientations of the various elements shall be as shown in the plans.

Pole wiring shall be color-coded Type XLP-USE, 600-volt insulation, 90 degrees Centigrade, single conductor, #10 stranded copper wire. All wires shall be continuous from the luminaire or festoon receptacle to the pole handhole. In-line fuses shall be installed in the base of the pole for both the lighting (2 amps), and the receptacle (5 amps) in such a manner as to be easily accessible for future maintenance.

### Method Of Measurement.

Light poles shall be counted as, each installed.

### Basis Of Payment.

This item shall be paid at the contract unit price each for LIGHT POLE, SPECIAL which price will be payment in full for furnish the pole, covers, wiring, fuses, fuse holders, grounding and all other materials and incidentals required, specified, or shown on the plans, and furnishing all labor, tools, and equipment necessary for the assembly of all equipment, wired, erected, and otherwise complete and in operation.

## **TEMPORARY LIGHTING SYSTEM**

### Description:

This work shall consist of providing a temporary lighting system at the project locations specified in the plans. The Contractor shall provide all labor, material, and equipment necessary to furnish, install, maintain, and remove the temporary lighting system. This work shall also include the relocation of temporary lighting facilities as necessary to accommodate the various stages of construction and removal of all temporary lighting facilities at the completion of the project. All work shall be performed in accordance with the plans, Standard Specifications, as directed by the Engineer, and as described herein.

The Contractor shall submit for the Engineer's approval, any modifications to the lighting design plan showing the proposed locations of all temporary poles for each stage of construction associated with each phase of the project. Any modifications by the Contractor to the lighting design shall meet the requirements of Department's BDE Design Manual Chapter 56 and no poles shall be installed until the Contractor's revised detailed lighting design plan is approved by the Engineer.

No temporary lighting facilities shall be purchased until the Contractor has submitted shop drawings and received the Engineer's approval to proceed. All temporary lighting facilities shall become property of the Contractor and shall be removed from the site at no additional cost. Any temporary lighting materials used by the Contractor which come from stock rather than being purchased new for this project shall require written approval by the Engineer.

The Contractor shall be responsible to maintain the temporary lighting system throughout the project and no additional compensation will be allowed for this work, no matter how many times temporary and/or permanent lighting facilities are relocated. The Contractor shall provide the Engineer the names and phone numbers of two persons available for call-out work on the lighting system 24 hours per day, seven days per week.

Cable splicing, luminaire fusing, and lightning protection shall be submitted for the District's approval. All work required to keep the temporary and/or permanent lighting systems operational shall be at the Contractor's expense. No lighting circuit or portion thereof shall be removed from nighttime operation without the approval of the Engineer.

An inspection and approval by the Engineer shall take place before the temporary lighting system or modified system is approved for operation. Any damage to the existing lighting units and their circuitry as a result of the Contractor's workmanship shall be repaired or replaced to the satisfaction of the Engineer at no cost to the Department.

Basis of Payment: This work shall be paid for at the lump sum contract unit price for TEMPORARY LIGHTING SYSTEM.

**LOCAL ROADS SPECIAL PROVISIONS**

**LR 107-4: SPECIAL PROVISION FOR INSURANCE**

State of Illinois  
Department of Transportation  
Bureau of Local Roads and Streets

**SPECIAL PROVISION  
FOR  
INSURANCE**

Effective: February 1, 2007  
Revised: August 1, 2007

All references to Sections or Articles in this specification shall be construed to mean specific Section or Article of the Standard Specifications for Road and Bridge Construction, adopted by the Department of Transportation.

The Contractor shall name the following entities as additional insured under the Contractor's general liability insurance policy in accordance with Article 107.27:

City of Dekalb
Northern Illinois University
Kishwaukee Water Reclamation District

The entities listed above and their officers, employees, and agents shall be indemnified and held harmless in accordance with Article 107.26.



**LR 1030-2: LOCAL QUALITY ASSURANCE/QUALITY MANAGEMENT QC/QA**

State of Illinois  
DEPARTMENT OF TRANSPORTATION  
Bureau of Local Roads & Streets  
SPECIAL PROVISION  
FOR  
LOCAL QUALITY ASSURANCE/ QUALITY MANAGEMENT QC/QA  
Effective: January 1, 2022

Replace the first five paragraphs of Article 1030.06 of the Standard Specifications with the following:

“ **1030.06 Quality Management Program.** The Quality Management Program (QMP) will be Quality Control / Quality Assurance (QC/QA) according to the following.”

Delete Article 1030.06(d)(1) of the Standard Specifications.

Revise Article 1030.09(g)(3) of the Standard Specifications to read:

“(3) If core testing is the density verification method, the Contractor shall provide personnel and equipment to collect density verification cores for the Engineer. Core locations will be determined by the Engineer following the document “Hot-Mix Asphalt QC/QA Procedure for Determining Random Density Locations” at density verification intervals defined in Article 1030.09(b). After the Engineer identifies a density verification location and prior to opening to traffic, the Contractor shall cut a 4 in. (100 mm) diameter core. With the approval of the Engineer, the cores may be cut at a later time.”

Revise Article 1030.09(h)(2) of the Standard Specifications to read:

“(2) After final rolling and prior to paving subsequent lifts, the Engineer will identify the random density verification test locations. Cores or nuclear density gauge testing will be used for density verification. The method used for density verification will be as selected below.

Density Verification Method	
<input type="checkbox"/>	Cores
<input checked="" type="checkbox"/>	Nuclear Density Gauge (Correlated when paving $\geq$ 3,000 tons per mixture)

Density verification test locations will be determined according to the document “Hot- Mix Asphalt QC/QA Procedure for Determining Random Density Locations”. The density testing interval for paving wider than or equal to 3 ft (1 m) will be 0.5 miles (800 m) for lift thicknesses of 3 in. (75 mm) or less and 0.2 miles (320 m) for lift thicknesses greater than 3 in. (75 mm). The density testing interval for paving less

than 3 ft (1 m) wide will be 1 mile (1,600 m). If a day's paving will be less than the prescribed density testing interval, the length of the day's paving will be the interval for that day. The density testing interval for mixtures used for patching will be 50 patches with a minimum of one test per mixture per project.

If core testing is the density verification method, the Engineer will witness the Contractor coring, and secure and take possession of all density samples at the density verification locations. The Engineer will test the cores collected by the Contractor for density according to Illinois Modified AASHTO T 166 or AASHTO T 275.

If nuclear density gauge testing is the density verification method, the Engineer will conduct nuclear density gauge tests. The Engineer will follow the density testing procedure detailed in the document "Illinois Modified ASTM D 2950, Standard Test Method for Density of Bituminous Concrete In-Place by Nuclear Method".

A density verification test will be the result of a single core or the average of the nuclear density tests at one location. The results of each density test must be within acceptable limits. The Engineer will promptly notify the Contractor of observed deficiencies."

Revise the seventh paragraph and all subsequent paragraphs in Section D. of the document "Hot-Mix Asphalt QC/QA Initial Daily Plant and Random Samples" to read:

"Mixtures shall be sampled from the truck at the plant by the Contractor following the same procedure used to collect QC mixture samples (Section A). This process will be witnessed by the Engineer who will take custody of the verification sample. Each sample bag with a verification mixture sample will be secured by the Engineer using a locking ID tag. Sample boxes containing the verification mixture sample will be sealed/taped by the Engineer using a security ID label."

## **IDOT TRAINING PROGRAM GRADUATE ON-THE-JOB TRAINING SPECIAL PROVISION**

Effective: August 1, 2012      Revised: February 2, 2017

In addition to the Contractor's equal employment opportunity (EEO) affirmative action efforts undertaken as required by this Contract, the Contractor is encouraged to participate in the incentive program described below to provide additional on-the-job training to certified graduates of the IDOT pre-apprenticeship training program, as outlined in this Special Provision.

IDOT funds, and various Illinois community colleges operate, pre-apprenticeship training programs throughout the State to provide training and skill-improvement opportunities to promote the increased employment of minority groups, disadvantaged persons and women in all aspects of the highway construction industry. The intent of this IDOT Pre-Apprenticeship Training Program Graduate (TPG) special provision (Special Provision) is to place these certified program graduates on the project site for this Contract in order to provide the graduates with meaningful on-the-job training. Pursuant to this Special Provision, the Contractor must make every reasonable effort to recruit and employ certified TPG trainees to the extent such individuals are available within a practicable distance of the project site.

Specifically, participation of the Contractor or its subcontractor in the Program entitles the participant to reimbursement for graduates' hourly wages at \$15.00 per hour per utilized TPG trainee, subject to the terms of this Special Provision. Reimbursement payment will be made even though the Contractor or subcontractor may also receive additional training program funds from other non-IDOT sources for other non-TPG trainees on the Contract, provided such other source does not specifically prohibit the Contractor or subcontractor from receiving reimbursement from another entity through another program, such as IDOT through the TPG program. With regard to any IDOT funded construction training program other than TPG, however, additional reimbursement for other IDOT programs will not be made beyond the TPG Program described in this Special Provision when the TPG Program is utilized.

No payment will be made to the Contractor if the Contractor or subcontractor fails to provide the required on-site training to TPG trainees, as solely determined by IDOT. A TPG trainee must begin training on the project as soon as the start of work that utilizes the relevant trade skill and the TPG trainee must remain on the project site through completion of the Contract, so long as training opportunities continue to exist in the relevant work classification. Should a TPG trainee's employment end in advance of the completion of the Contract, the Contractor must promptly notify the IDOT District EEO Officer for the Contract that the TPG's involvement in the Contract has ended. The Contractor must supply a written report for the reason the TPG trainee involvement terminated, the hours completed by the TPG trainee on the Contract, and the number of hours for which the incentive payment provided under this Special Provision will be, or has been claimed for the separated TPG trainee.

Finally, the Contractor must maintain all records it creates as a result of participation in the Program on the Contract, and furnish periodic written reports to the IDOT District EEO Officer that document its contractual performance under and compliance with this Special Provision. Finally, through participation in the Program and reimbursement of wages, the Contractor is not relieved of, and IDOT has not waived, the requirements of any federal or state labor or employment law applicable to TPG workers, including compliance with the Illinois Prevailing Wage Act.

**METHOD OF MEASUREMENT:** The unit of measurement is in hours.

**BASIS OF PAYMENT:** This work will be paid for at the contract unit price of \$15.00 per hour for each utilized certified TPG Program trainee (TRAINEES TRAINING PROGRAM GRADUATE). The estimated total number of hours, unit price, and total price must be included in the schedule of prices for the Contract submitted by Contractor prior to beginning work. The initial number of TPG trainees for which the incentive is available for this contract is 2.

The Department has contracted with several educational institutions to provide screening, tutoring and pre-training to individuals interested in working as a TPG trainee in various areas of common construction trade work. Only individuals who have successfully completed a Pre-Apprenticeship Training Program at these IDOT approved institutions are eligible to be TPG trainees. To obtain a list of institutions that can connect the Contractor with eligible TPG trainees, the Contractor may contact: HCCTP TPG Program Coordinator, Office of Business and Workforce Diversity (IDOT OBWD), Room 319, Illinois Department of Transportation, 2300 S. Dirksen Parkway, Springfield, Illinois 62764. Prior to commencing construction with the utilization of a TPG trainee, the Contractor must submit documentation to the IDOT District EEO Officer for the Contract that provides the names and contact information of the TPG trainee(s) to be trained in each selected work classification, proof that that the TPG trainee(s) has successfully completed a Pre-Apprenticeship Training Program, proof that the TPG is in an Apprenticeship Training Program approved by the U.S. Department of Labor Bureau of Apprenticeship Training, and the start date for training in each of the applicable work classifications.

To receive payment, the Contractor must provide training opportunities aimed at developing a full journeyworker in the type of trade or job classification involved. During the course of performance of the Contract, the Contractor may seek approval from the IDOT District EEO Officer to employ additional eligible TPG trainees. In the event the Contractor subcontracts a portion of the contracted work, it must determine how many, if any, of the TPGs will be trained by the subcontractor. Though a subcontractor may conduct training, the Contractor retains the responsibility for meeting all requirements imposed by this Special Provision. The Contractor must also include this Special Provision in any subcontract where payment for contracted work performed by a TPG trainee will be passed on to a subcontractor.

Training through the Program is intended to move TPGs toward journeyman status, which is the primary objective of this Special Provision. Accordingly, the Contractor must make every effort to enroll TPG trainees by recruitment through the Program participant educational institutions to the extent eligible TPGs are available within a reasonable geographic area of the project. The Contractor is responsible for demonstrating, through documentation, the recruitment efforts it has undertaken prior to the determination by IDOT whether the Contractor is in compliance with this Special Provision, and therefore, entitled to the Training Program Graduate reimbursement of \$15.00 per hour.

Notwithstanding the on-the-job training requirement of this TPG Special Provision, some minimal off-site training is permissible as long as the offsite training is an integral part of the work of the contract, and does not compromise or conflict with the required on-site training that is central to the purpose of the Program. No individual may be employed as a TPG trainee in any work classification in which he/she has previously successfully completed a training program leading to journeyman status in any trade, or in which he/she has worked at a journeyman level or higher.



**Boring & Coring  
Location  
Plan 1**

**Project Name:** Lucinda Avenue Rehabilitation and Reconstruction  
**Project Location:** Lucinda Avenue  
 Dekalb, Illinois  
**Client:** Hampton, Lenzini and Renwick, Inc.  
**Rubino Project #:** G23.176

**rubino**  
 ENGINEERING INC.  
 425 Shepard Drive  
 Elgin, Illinois 60123






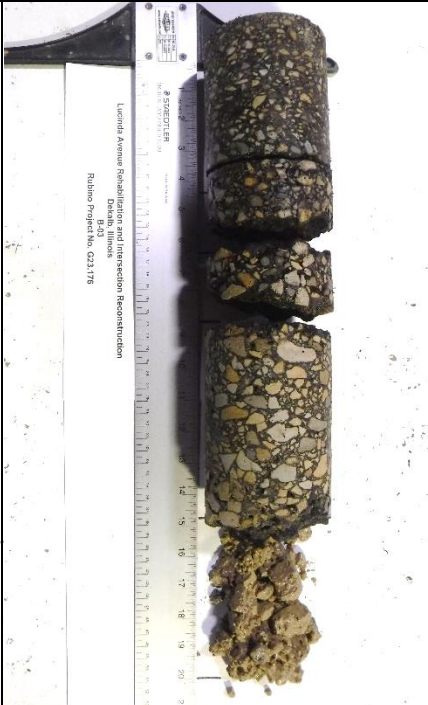





































<p><b>Boring &amp; Coring Location Plan 2</b></p>	<p><b>Project Name:</b> Lucinda Avenue Rehabilitation and Reconstruction  <b>Project Location:</b> Lucinda Avenue          Dekalb, Illinois  <b>Client:</b> Hampton, Lenzini and Renwick, Inc.  <b>Rubino Project #:</b> G23.176</p>	<p><b>rubino</b>          ENGINEERING INC.          425 Shepard Drive          Elgin, Illinois 60123</p>
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Cores were taken in the pavement of Lucinda Ave in Dekalb, Illinois. The table below summarizes the thicknesses observed in the field and laboratory.

<p><b>B-01</b> <b>(Lucinda Avenue)</b></p>	<p><b>B-02</b> <b>(Lucinda Avenue)</b></p>	<p><b>B-03</b> <b>(Lucinda Avenue)</b></p>
		
<p>Picture Taken Facing West</p>	<p>Picture Taken Facing West</p>	<p>Picture Taken Facing East</p>
		
<p><b><u>Total Thickness = 13 ½ inches</u></b></p> <ul style="list-style-type: none"> <li> HMA Surface<sub>1</sub> = 2 ½ in.</li> <li> HMA Binder<sub>1</sub> = 1 ½ in.</li> <li><b>Binder<sub>1</sub> to Binder<sub>2</sub> Weathering &amp; Deterioration</b></li> <li> HMA Binder<sub>2</sub> = 5 ½ in.</li> <li><b>Binder<sub>2</sub> to Binder<sub>3</sub> Weathering &amp; Deterioration</b></li> <li> HMA Binder<sub>3</sub> = 4 in.</li> <li><b>Subbase Stone = 5 ½ inches</b></li> </ul>	<p><b><u>Total Thickness = 14 ½ inches</u></b></p> <ul style="list-style-type: none"> <li> HMA Surface<sub>1</sub> = 1 ½ in.</li> <li> HMA Binder<sub>1</sub> = 2 ½ in.</li> <li> HMA Binder<sub>2</sub> = 1 in.</li> <li><b>Binder<sub>2</sub> to Binder<sub>3</sub> Weathering &amp; Deterioration</b></li> <li> HMA Binder<sub>3</sub> = 3 ¾ in.</li> <li><b>Binder<sub>3</sub> to Binder<sub>4</sub> Weathering &amp; Deterioration</b></li> <li> HMA Binder<sub>4</sub> = 5 ¾ in.</li> <li><b>Subbase Stone = 3 ½ inches</b></li> </ul>	<p><b><u>Total Thickness = 14 ¾ inches</u></b></p> <ul style="list-style-type: none"> <li> HMA Surface<sub>1</sub> = 4 ¼ in.</li> <li><b>Surface<sub>1</sub> to Binder<sub>1</sub> Weathering &amp; Deterioration</b></li> <li> HMA Binder<sub>1</sub> = 2 in.</li> <li><b>Binder<sub>1</sub> to Binder<sub>2</sub> Weathering &amp; Deterioration</b></li> <li> HMA Binder<sub>2</sub> = 2 ¼ in.</li> <li><b>Binder<sub>2</sub> to Binder<sub>3</sub> Weathering &amp; Deterioration</b></li> <li> HMA Binder<sub>3</sub> = 6 ¼ in.</li> <li><b>Subbase Stone = 5 ¼ inches</b></li> </ul>

<p><b>B-04</b> <b>(Lucinda Avenue)</b></p>	<p><b>B-05</b> <b>(Lucinda Avenue)</b></p>	<p><b>B-06</b> <b>(Lucinda Avenue)</b></p>
		
<p>Picture Taken Facing West</p>	<p>Picture Taken Facing East</p>	<p>Picture Taken Facing West</p>
		
<p><b><u>Total Thickness = 14 inches</u></b></p> <ul style="list-style-type: none"> <li> HMA Surface<sub>1</sub> = 1 ½ in.</li> <li> HMA Binder<sub>1</sub> = 2 ½ in.</li> <li> HMA Binder<sub>2</sub> = 1 in.</li> <li><b>Binder<sub>2</sub> to Binder<sub>3</sub> Weathering &amp; Deterioration</b></li> <li> HMA Binder<sub>3</sub> = 3 in.</li> <li><b>Binder<sub>3</sub> to Binder<sub>4</sub> Weathering &amp; Deterioration</b></li> <li> HMA Binder<sub>4</sub> = 6 in.</li> <li><b>Subbase Stone = 4 inches</b></li> </ul>	<p><b><u>Total Thickness = 15 ¾ inches</u></b></p> <ul style="list-style-type: none"> <li> HMA Surface<sub>1</sub> = 1 ¾ in.</li> <li> HMA Binder<sub>1</sub> = 2 ¼ in.</li> <li><b>Binder<sub>1</sub> to Binder<sub>2</sub> Weathering &amp; Deterioration</b></li> <li> HMA Binder<sub>2</sub> = 2 in.</li> <li><b>Binder<sub>2</sub> to Binder<sub>3</sub> Weathering &amp; Deterioration</b></li> <li> HMA Binder<sub>3</sub> = 3 ¼ in.</li> <li><b>Binder<sub>3</sub> to Binder<sub>4</sub> Weathering &amp; Deterioration</b></li> <li> HMA Binder<sub>4</sub> = 6 ½ in.</li> <li><b>Subbase Stone = 8 ¼ inches</b></li> </ul>	<p><b><u>Total Thickness = 14 inches</u></b></p> <ul style="list-style-type: none"> <li> HMA Surface<sub>1</sub> = 2 in.</li> <li> HMA Binder<sub>1</sub> = 5 in.</li> <li><b>Binder<sub>1</sub> to Binder<sub>2</sub> Weathering &amp; Deterioration</b></li> <li> HMA Binder<sub>2</sub> = 2 in.</li> <li><b>Binder<sub>2</sub> to Binder<sub>3</sub> Weathering &amp; Deterioration</b></li> <li> HMA Binder<sub>3</sub> = 5 in.</li> <li><b>Subbase Stone = 4 inches</b></li> </ul>



<p style="text-align: center;"><b>B-07</b> <b>(Lucinda Avenue)</b></p>	<p style="text-align: center;"><b>B-08</b> <b>(Lucinda Avenue)</b></p>
	
<p style="text-align: center;">Picture Taken Facing East</p>	<p style="text-align: center;">Picture Taken Facing West</p>
	
<p style="text-align: center;"><u><b>Total Thickness = 8 inches</b></u></p> <ul style="list-style-type: none"> <li> <b>HMA Surface<sub>1</sub> = 1 ¾ in.</b></li> <li> <b>HMA Binder<sub>1</sub> = 6 ¼ in.</b></li> <li> <b>Subbase Stone = 2 inches</b></li> </ul>	<p style="text-align: center;"><u><b>Total Thickness = 15 ½ inches</b></u></p> <ul style="list-style-type: none"> <li> <b>HMA Surface<sub>1</sub> = 2 ¼ in.</b></li> <li> <b>Surface<sub>1</sub> to Binder<sub>1</sub> Weathering &amp; Deterioration</b></li> <li> <b>HMA Surface<sub>2</sub> = 1 ¾ in.</b></li> <li> <b>HMA Binder<sub>1</sub> = 3 ½ in.</b></li> <li> <b>Binder<sub>1</sub> to Binder<sub>2</sub> Weathering &amp; Deterioration</b></li> <li> <b>HMA Binder<sub>2</sub> = 8 in.</b></li> <li> <b>Subbase Stone Not Observed</b></li> </ul>

The referenced thicknesses are considered approximate. Commentary provided by Rubino is based on our observation in the laboratory; **Crack** = vertical through cross section; **Weathering** = rounded edges & degradation of asphalt and **Deterioration** = horizontal crack. Pavement and subbase type and thickness may vary between core locations. Any comments on the condition of the material are considered our opinion and should be verified by the design engineer.

Rubino Job No.: G23.176  
 Project: Lucinda Ave Rehabilitation and Reconstruction  
 Location: Lucinda Avenue  
 City, State: Dekalb, Illinois  
 Client: Hampton, Lenzini and Renwick, Inc.

Drilling Method: 2 ¼ Hollow Stem Auger  
 Sampling Method: Split Spoon  
 Hammer Type: Automatic  
 Boring Location: WB lane of Lucinda Ave

WATER LEVELS***	
▽ While Drilling	N/A
▼ Upon Completion	N/A
▽ Delay	N/A

Elevation (feet)	Depth, (feet)	Graphic Log	Sample Type	Sample No.	Recovery (inches)	Station: N/A Offset: N/A	MATERIAL DESCRIPTION	Classification	SPT Blows per 6-inch	STANDARD PENETRATION TEST DATA		Additional Remarks
										Moisture, %	Moisture, %	
0							Approximately 13½ inches of ASPHALT					
				1	8		Approximately 5½ inches of SUBBASE STONE		4-4-2 N=6			LL = 41 PL = 14 Qp=1.3 tsf
							Medium stiff to stiff, brown silty CLAY, trace sand and gravel					
				2	16				2-2-3 N=5			Qp=2.3 tsf
5												
				3	18				2-3-4 N=7			Qp=2.0 tsf
				4	18				5-4-6 N=10			Qp=2.3 tsf
10							End of boring at approximately 10 feet below existing grade.					

Completion Depth: 10.0 ft  
 Date Boring Started: 11/28/23  
 Date Boring Completed: 11/28/23  
 Logged By: P.P.  
 Drilling Contractor: Rubino Engineering, Inc.

Sample Types:

- Auger Cutting
- Split-Spoon
- Rock Core
- Pressuremeter
- Shelby Tube
- Grab Sample
- No Recovery

Latitude: 41.9364248  
 Longitude: -88.7734402  
 Drill Rig: Geoprobe 7822DT  
 Remarks:  
 Log Entry: J. Ignarski  
 Checked By: J. Ignarski

The stratification lines represent approximate boundaries. The transition may be gradual.  
 \*\*\*Please reference the geotechnical report text for specific groundwater / dewatering recommendations.

Rubino Job No.: G23.176  
 Project: Lucinda Ave Rehabilitation and Reconstruction  
 Location: Lucinda Avenue  
 City, State: Dekalb, Illinois  
 Client: Hampton, Lenzini and Renwick, Inc.

Drilling Method: 2 ¼ Hollow Stem Auger  
 Sampling Method: Split Spoon  
 Hammer Type: Automatic  
 Boring Location: WB lane of Lucinda Ave

WATER LEVELS***	
▽ While Drilling	N/A
▼ Upon Completion	N/A
▽ Delay	N/A

Elevation (feet)	Depth, (feet)	Graphic Log	Sample Type	Sample No.	Recovery (inches)	Station: N/A Offset: N/A	MATERIAL DESCRIPTION	Classification	SPT Blows per 6-inch	STANDARD PENETRATION TEST DATA		Additional Remarks
										Moisture, %	Moisture, %	
0							Approximately 14½ inches of ASPHALT					
				1	6		Approximately 3½ inches of SUBBASE STONE FILL: brown sandy gravel		17-13-11 N=24			
				2	16		Medium stiff to stiff, brown silty CLAY, trace sand and gravel		3-2-5 N=7			Qp=2.5 tsf
5				3	18			CL	3-4-6 N=10			Qp=2.5 tsf
				4	18				3-4-6 N=10			Qp=4.5 tsf
10							End of boring at approximately 10 feet below existing grade.					

Completion Depth: 10.0 ft  
 Date Boring Started: 11/28/23  
 Date Boring Completed: 11/28/23  
 Logged By: P.P.  
 Drilling Contractor: Rubino Engineering, Inc.

Sample Types:

- Auger Cutting
- Split-Spoon
- Rock Core
- Pressuremeter
- Shelby Tube
- Grab Sample
- No Recovery

Latitude: 41.9364206  
 Longitude: -88.7714845  
 Drill Rig: Geoprobe 7822DT  
 Remarks: Boring offset due to utilities  
 Log Entry: J. Ignarski  
 Checked By: J. Ignarski

The stratification lines represent approximate boundaries. The transition may be gradual.  
 \*\*\*Please reference the geotechnical report text for specific groundwater / dewatering recommendations.

Rubino Job No.: G23.176  
 Project: Lucinda Ave Rehabilitation and Reconstruction  
 Location: Lucinda Avenue  
 City, State: Dekalb, Illinois  
 Client: Hampton, Lenzini and Renwick, Inc.

Drilling Method: 2 1/4 Hollow Stem Auger  
 Sampling Method: Split Spoon  
 Hammer Type: Automatic  
 Boring Location: EB lane of Lucinda Ave

WATER LEVELS***	
▽ While Drilling	N/A
▼ Upon Completion	N/A
▽ Delay	N/A

Elevation (feet)	Depth, (feet)	Graphic Log	Sample Type	Sample No.	Recovery (inches)	Station: N/A Offset: N/A	MATERIAL DESCRIPTION	Classification	SPT Blows per 6-inch	STANDARD PENETRATION TEST DATA		Additional Remarks
										Moisture, %	Moisture, %	
0		ASPHALT					Approximately 14 3/4 inches of ASPHALT					
	4	SUBBASE STONE		1	4		Approximately 5 1/4 inches of SUBBASE STONE FILL: brown sandy gravel		22-15-3 N=18	7	×	
	14	CLAY		2	14		Stiff, brown and gray silty CLAY, trace sand and gravel	CL	2-3-5 N=8	27	×	Qp=1.5 tsf 1% Organic Content
	13	CLAY		3	13		Medium stiff to stiff, brown silty CLAY, trace sand and gravel	CL	3-2-4 N=6	13	×	Qp=1.5 tsf
	16	CLAY		4	16			CL	2-4-5 N=9	13	×	Qp=1.5 tsf
	10						End of boring at approximately 10 feet below existing grade.					

Completion Depth: 10.0 ft  
 Date Boring Started: 11/28/23  
 Date Boring Completed: 11/28/23  
 Logged By: P.P.  
 Drilling Contractor: Rubino Engineering, Inc.

Sample Types:

- Auger Cutting
- Split-Spoon
- Rock Core
- Pressuremeter
- Shelby Tube
- Grab Sample
- No Recovery

Latitude: 41.9363291  
 Longitude: -88.7696556  
 Drill Rig: Geoprobe 7822DT  
 Remarks:  
 Log Entry: J. Ignarski  
 Checked By: J. Ignarski

The stratification lines represent approximate boundaries. The transition may be gradual.  
 \*\*\*Please reference the geotechnical report text for specific groundwater / dewatering recommendations.

Rubino Job No.: G23.176  
 Project: Lucinda Ave Rehabilitation and Reconstruction  
 Location: Lucinda Avenue  
 City, State: Dekalb, Illinois  
 Client: Hampton, Lenzini and Renwick, Inc.

Drilling Method: 2 ¼ Hollow Stem Auger  
 Sampling Method: Split Spoon  
 Hammer Type: Automatic  
 Boring Location: Center median of Lucinda Ave

WATER LEVELS***	
▽ While Drilling	N/A
▼ Upon Completion	N/A
▽ Delay	N/A

Elevation (feet)	Depth, (feet)	Graphic Log	Sample Type	Sample No.	Recovery (inches)	Station: N/A Offset: N/A	MATERIAL DESCRIPTION	Classification	SPT Blows per 6-inch	STANDARD PENETRATION TEST DATA		Additional Remarks
										Moisture, %	Moisture, %	
0							Approximately 12 inches of FROZEN TOPSOIL: brown and black silty clay, with roots and organic matter					
				1	8		FILL: dark brown and black silty clay, with sand and gravel		2-4-9 N=13		24	Qp=1.0 tsf 4% Organic Content
				2	3		Stiff, brown silty CLAY, trace sand and gravel <i>Rock observed in spoon. Possible cobbles/boulders encountered. N-values may be elevated.</i>	CL	5-4-5 N=9		33	Qp=1.3 tsf 7% Organic Content
5				3	13		Soft, brown silty CLAY, trace sand and gravel	CL	1-1-1 N=2		15	Qp=0.8 tsf
				4	16		Medium stiff, brown silty CLAY, trace sand and gravel	CL	1-3-4 N=7		13	Qp=1.3 tsf
10							End of boring at approximately 10 feet below existing grade.					

Completion Depth: 10.0 ft	Sample Types:	Pressuremeter	Latitude: 41.9364096
Date Boring Started: 11/28/23	Auger Cutting	Shelby Tube	Longitude: -88.7677858
Date Boring Completed: 11/28/23	Split-Spoon	Grab Sample	Drill Rig: Geoprobe 7822DT
Logged By: P.P.	Rock Core	No Recovery	Remarks: Boring offset due to utilities
Drilling Contractor: Rubino Engineering, Inc.			Log Entry: J. Ignarski
			Checked By: J. Ignarski

The stratification lines represent approximate boundaries. The transition may be gradual.  
 \*\*\*Please reference the geotechnical report text for specific groundwater / dewatering recommendations.

Rubino Job No.: G23.176  
 Project: Lucinda Ave Rehabilitation and Reconstruction  
 Location: Lucinda Avenue  
 City, State: Dekalb, Illinois  
 Client: Hampton, Lenzini and Renwick, Inc.

Drilling Method: 2 1/4 Hollow Stem Auger  
 Sampling Method: Split Spoon  
 Hammer Type: Automatic  
 Boring Location: EB lane of Lucinda Ave

WATER LEVELS***	
▽ While Drilling	N/A
▼ Upon Completion	N/A
▽ Delay	N/A

Elevation (feet)	Depth, (feet)	Graphic Log	Sample Type	Sample No.	Recovery (inches)	Station: N/A Offset: N/A	MATERIAL DESCRIPTION	Classification	SPT Blows per 6-inch	STANDARD PENETRATION TEST DATA		Additional Remarks	
										Moisture, %	Moisture, %		
0							Approximately 15 3/4 inches of ASPHALT						
				1	4		Approximately 8 1/4 inches of SUBBASE STONE		8-11-10 N=21				
							Brown silty CLAY, trace sand and gravel <i>Possible Fill</i>	CL					
				2	12		Medium stiff to stiff, brown and gray silty CLAY, trace sand and gravel		2-2-4 N=6				
								CL		23	X	Qp=3.0 tsf	
	5			3	16		Stiff to very stiff, brown silty CLAY, trace sand and gravel		3-4-5 N=9				
								CL			13	X	Qp=1.5 tsf
				4	17				5-6-9 N=15				
								CL			10	X	Qp=3.8 tsf
	10						End of boring at approximately 10 feet below existing grade.						

Completion Depth: 10.0 ft  
 Date Boring Started: 11/28/23  
 Date Boring Completed: 11/28/23  
 Logged By: P.P.  
 Drilling Contractor: Rubino Engineering, Inc.

Sample Types:

- Auger Cutting
- Split-Spoon
- Rock Core
- Pressuremeter
- Shelby Tube
- Grab Sample
- No Recovery

Latitude: 41.9363552  
 Longitude: -88.7660082  
 Drill Rig: Geoprobe 7822DT  
 Remarks:  
 Log Entry: J. Ignarski  
 Checked By: J. Ignarski

The stratification lines represent approximate boundaries. The transition may be gradual.  
 \*\*\*Please reference the geotechnical report text for specific groundwater / dewatering recommendations.

Rubino Job No.: G23.176  
 Project: Lucinda Ave Rehabilitation and Reconstruction  
 Location: Lucinda Avenue  
 City, State: Dekalb, Illinois  
 Client: Hampton, Lenzini and Renwick, Inc.

Drilling Method: 2 ¼ Hollow Stem Auger  
 Sampling Method: Split Spoon  
 Hammer Type: Automatic  
 Boring Location: WB lane of Lucinda Ave

WATER LEVELS***	
▽ While Drilling	N/A
▼ Upon Completion	N/A
▽ Delay	N/A

Elevation (feet)	Depth, (feet)	Graphic Log	Sample Type	Sample No.	Recovery (inches)	Station: N/A Offset: N/A	MATERIAL DESCRIPTION	Classification	SPT Blows per 6-inch	STANDARD PENETRATION TEST DATA		Additional Remarks
										Moisture, %	Moisture, %	
0							Approximately 14 inches of ASPHALT					
				1	14		Approximately 4 inches of SUBBASE STONE		7-12-11 N=23			
							FILL: brown sandy gravel					
				2	9		Stiff, brown silty CLAY, trace sand and gravel		3-4-5 N=9			Qp=3.3 tsf
5								CL				
				3	18				3-4-5 N=9			Qp=2.3 tsf
				4	18				4-6-8 N=14			Qp=4.5 tsf
10							End of boring at approximately 10 feet below existing grade.					

Completion Depth: 10.0 ft	Sample Types:	Pressuremeter	Latitude: 41.9364251
Date Boring Started: 11/28/23	Auger Cutting	Shelby Tube	Longitude: -88.7640733
Date Boring Completed: 11/28/23	Split-Spoon	Grab Sample	Drill Rig: Geoprobe 7822DT
Logged By: P.P.	Rock Core	No Recovery	Remarks: Boring offset due to utilities
Drilling Contractor: Rubino Engineering, Inc.			Log Entry: J. Ignarski
			Checked By: J. Ignarski

The stratification lines represent approximate boundaries. The transition may be gradual.  
 \*\*\*Please reference the geotechnical report text for specific groundwater / dewatering recommendations.



Rubino Job No.: G23.176  
 Project: Lucinda Ave Rehabilitation and Reconstruction  
 Location: Lucinda Avenue  
 City, State: Dekalb, Illinois  
 Client: Hampton, Lenzini and Renwick, Inc.

Drilling Method: 2 ¼ Hollow Stem Auger  
 Sampling Method: Split Spoon  
 Hammer Type: Automatic  
 Boring Location: EB lane of Lucinda Ave

WATER LEVELS***	
▽ While Drilling	N/A
▼ Upon Completion	N/A
▽ Delay	N/A

Elevation (feet)	Depth, (feet)	Graphic Log	Sample Type	Sample No.	Recovery (inches)	Station: N/A Offset: N/A	MATERIAL DESCRIPTION	Classification	SPT Blows per 6-inch	STANDARD PENETRATION TEST DATA				Additional Remarks
										Moisture, %		STRENGTH, tsf		
0							Approximately 8 inches of ASPHALT							
				1	9		Approximately 2 inches of SUBBASE STONE FILL: dark brown, dark gray, and black silty clay, trace sand and gravel		1-3-2 N=5					Qp=1.8 tsf LL = 40 PL = 21 3% Organic Content
				2	14		Medium stiff, brown silty CLAY, trace sand and gravel		2-4-3 N=7					Qp=2.0 tsf 2% Organic Content
	5			3	16			CL	2-2-2 N=4					Qp=1.5 tsf 2% Organic Content
				4	18				1-2-4 N=6					Qp=1.0 tsf
	10						End of boring at approximately 10 feet below existing grade.							

Completion Depth: 10.0 ft	Sample Types:	Pressuremeter	Latitude: 41.9363892
Date Boring Started: 11/28/23	Auger Cutting	Shelby Tube	Longitude: -88.7623594
Date Boring Completed: 11/28/23	Split-Spoon	Grab Sample	Drill Rig: Geoprobe 7822DT
Logged By: P.P.	Rock Core	No Recovery	Remarks: Boring offset due to utilities
Drilling Contractor: Rubino Engineering, Inc.			Log Entry: J. Ignarski
			Checked By: J. Ignarski

The stratification lines represent approximate boundaries. The transition may be gradual.  
 \*\*\*Please reference the geotechnical report text for specific groundwater / dewatering recommendations.



Rubino Job No.: G23.176  
 Project: Lucinda Ave Rehabilitation and Reconstruction  
 Location: Lucinda Avenue  
 City, State: Dekalb, Illinois  
 Client: Hampton, Lenzini and Renwick, Inc.

Drilling Method: 2 ¼ Hollow Stem Auger  
 Sampling Method: Split Spoon  
 Hammer Type: Automatic  
 Boring Location: WB lane of Lucinda Ave

WATER LEVELS***	
▽ While Drilling	N/A
▼ Upon Completion	N/A
▽ Delay	N/A

Elevation (feet)	Depth, (feet)	Graphic Log	Sample Type	Sample No.	Recovery (inches)	Station: N/A Offset: N/A	MATERIAL DESCRIPTION	Classification	SPT Blows per 6-inch	Moisture, %	STANDARD PENETRATION TEST DATA				Additional Remarks	
											STRENGTH, tsf					
0							Approximately 15½ inches of ASPHALT									
				1	15		FILL: brown and black silty clay, trace sand and gravel	2-2-2 N=4		21	⊗					2% Organic Content Qp=1.0 tsf
				2	6		Bricks observed in fill at 3½ feet BEG	4-2-2 N=4		25	⊗					Qp=1.0 tsf 4% Organic Content
	5			3	14		Dark brown and black silty clay, trace sand and gravel <i>Possible Fill / Buried Topsoil</i>	0-2-3 N=5	CL	28	⊗					Qp=1.3 tsf 3% Organic Content
				4	15		Medium stiff, brown and gray sandy silty CLAY, trace gravel	0-2-4 N=6	CL	20	⊗					Qp=1.3 tsf
	10						End of boring at approximately 10 feet below existing grade.									

Completion Depth: 10.0 ft  
 Date Boring Started: 11/28/23  
 Date Boring Completed: 11/28/23  
 Logged By: P.P.  
 Drilling Contractor: Rubino Engineering, Inc.

Sample Types:

- Auger Cutting
- Split-Spoon
- Rock Core
- Pressuremeter
- Shelby Tube
- Grab Sample
- No Recovery

Latitude: 41.9364548  
 Longitude: -88.7607158  
 Drill Rig: Geoprobe 7822DT  
 Remarks:  
 Log Entry: J. Ignarski  
 Checked By: J. Ignarski

The stratification lines represent approximate boundaries. The transition may be gradual.  
 \*\*\*Please reference the geotechnical report text for specific groundwater / dewatering recommendations.

## AGGREGATE SUBGRADE IMPROVEMENT (BDE)

Effective: April 1, 2012

Revised: April 1, 2022

Add the following Section to the Standard Specifications:

### “SECTION 303. AGGREGATE SUBGRADE IMPROVEMENT

**303.01 Description.** This work shall consist of constructing an aggregate subgrade improvement (ASI).

**303.02 Materials.** Materials shall be according to the following.

Item	Article/Section
(a) Coarse Aggregate .....	1004.07
(b) Reclaimed Asphalt Pavement (RAP) .....	1031.09

**303.03 Equipment.** The vibratory roller shall be according to Article 1101.01, or as approved by the Engineer. Vibratory machines, such as tampers, shall be used in areas where rollers do not fit.

**303.04 Soil Preparation.** The minimum immediate bearing value (IBV) of the soil below the improved subgrade shall be according to the Department’s “Subgrade Stability Manual” for the aggregate thickness specified.

**303.05 Placing and Compacting.** The maximum nominal lift thickness of aggregate gradations CA 2, CA 6, and CA 10 when compacted shall be 9 in. (225 mm). The maximum nominal lift thickness of aggregate gradations CS 1, CS 2, and RR 1 when compacted shall be 24 in. (600 mm).

The top surface of the aggregate subgrade improvement shall consist of a layer of capping aggregate gradations CA 6 or CA 10 that is 3 in. (75 mm) thick after compaction. Capping aggregate will not be required when aggregate subgrade improvement is used as a cubic yard pay item for undercut applications.

Each lift of aggregate shall be compacted to the satisfaction of the Engineer. If the moisture content of the material is such that compaction cannot be obtained, sufficient water shall be added so that satisfactory compaction can be obtained.

**303.06 Finishing and Maintenance.** The aggregate subgrade improvement shall be finished to the lines, grades, and cross sections shown on the plans, or as directed by the Engineer. The aggregate subgrade improvement shall be maintained in a smooth and compacted condition.

**303.07 Method of Measurement.** This work will be measured for payment according to Article 311.08.

**303.08 Basis of Payment.** This work will be paid for at the contract unit price per cubic yard (cubic meter) or ton (metric ton) for AGGREGATE SUBGRADE IMPROVEMENT or at the contract unit price per square yard (square meter) for AGGREGATE SUBGRADE IMPROVEMENT, of the thickness specified.”

Add the following to Section 1004 of the Standard Specifications:

**“1004.07 Coarse Aggregate for Aggregate Subgrade Improvement (ASI).** The aggregate shall be according to Article 1004.01 and the following.

- (a) Description. The coarse aggregate shall be crushed gravel, crushed stone, or crushed concrete. In applications where greater than 24 in. (600 mm) of ASI material is required, gravel may be used below the top 12 in (300 mm) of ASI.
- (b) Quality. The coarse aggregate shall consist of sound durable particles reasonably free of deleterious materials.
- (c) Gradation.
  - (1) The coarse aggregate gradation for total ASI thickness less than or equal to 12 in. (300 mm) shall be CA 2, CA 6, CA 10, or CS 1.

The coarse aggregate gradation for total ASI thickness greater than 12 in. (300 mm) shall be CS 1 or CS 2 as shown below or RR 1 according to Article 1005.01(c).

COARSE AGGREGATE SUBGRADE GRADATIONS					
Grad No.	Sieve Size and Percent Passing				
	8”	6”	4”	2”	#4
CS 1	100	97 ± 3	90 ± 10	45 ± 25	20 ± 20
CS 2		100	80 ± 10	25 ± 15	

COARSE AGGREGATE SUBGRADE GRADATIONS (Metric)					
Grad No.	Sieve Size and Percent Passing				
	200 mm	150 mm	100 mm	50 mm	4.75 mm
CS 1	100	97 ± 3	90 ± 10	45 ± 25	20 ± 20
CS 2		100	80 ± 10	25 ± 15	

- (2) Capping aggregate shall be gradation CA 6 or CA 10.”

Add the following to Article 1031.09 of the Standard Specifications:

“(b) RAP in Aggregate Subgrade Improvement (ASI). RAP in ASI shall be according to Articles 1031.01(a), 1031.02(a), 1031.06(a)(1), and 1031.06(a)(2), and the following.

- (1) The testing requirements of Article 1031.03 shall not apply.
- (2) Crushed RAP used for the lower lift may be mechanically blended with aggregate gradations CS 1, CS 2, and RR 1 but it shall be no greater than 40 percent of the total product volume. RAP agglomerations shall be no greater than 4 in. (100 mm).
- (3) For capping aggregate, well graded RAP having 100 percent passing the 1 1/2 in. (38 mm) sieve may be used when aggregate gradations CS 1, CS 2, CA 2, or RR 1 are used in the lower lift. FRAP will not be permitted as capping material.

Blending shall be through calibrated interlocked feeders or a calibrated blending plant such that the prescribed blending percentage is maintained throughout the blending process. The calibration shall have an accuracy of  $\pm 2.0$  percent of the actual quantity of material delivered.”

80274

## BITUMINOUS MATERIALS COST ADJUSTMENTS (BDE)

Effective: November 2, 2006

Revised: August 1, 2017

Description. Bituminous material cost adjustments will be made to provide additional compensation to the Contractor, or credit to the Department, for fluctuations in the cost of bituminous materials when optioned by the Contractor. The bidder shall indicate with their bid whether or not this special provision will be part of the contract.

The adjustments shall apply to permanent and temporary hot-mix asphalt (HMA) mixtures, bituminous surface treatments (cover and seal coats), and preventative maintenance type surface treatments that are part of the original proposed construction, or added as extra work and paid for by agreed unit prices. The adjustments shall not apply to bituminous prime coats, tack coats, crack filling/sealing, joint filling/sealing, or extra work paid for at a lump sum price or by force account.

Method of Adjustment. Bituminous materials cost adjustments will be computed as follows.

$$CA = (BPI_P - BPI_L) \times (\%AC_V / 100) \times Q$$

- Where: CA = Cost Adjustment, \$.
- BPI<sub>P</sub> = Bituminous Price Index, as published by the Department for the month the work is performed, \$/ton (\$/metric ton).
- BPI<sub>L</sub> = Bituminous Price Index, as published by the Department for the month prior to the letting for work paid for at the contract price; or for the month the agreed unit price letter is submitted by the Contractor for extra work paid for by agreed unit price, \$/ton (\$/metric ton).
- %AC<sub>V</sub> = Percent of virgin Asphalt Cement in the Quantity being adjusted. For HMA mixtures, the % AC<sub>V</sub> will be determined from the adjusted job mix formula. For bituminous materials applied, a performance graded or cutback asphalt will be considered to be 100% AC<sub>V</sub> and undiluted emulsified asphalt will be considered to be 65% AC<sub>V</sub>.
- Q = Authorized construction Quantity, tons (metric tons) (see below).

For HMA mixtures measured in square yards:  $Q, \text{ tons} = A \times D \times (G_{mb} \times 46.8) / 2000$ . For HMA mixtures measured in square meters:  $Q, \text{ metric tons} = A \times D \times (G_{mb} \times 1) / 1000$ . When computing adjustments for full-depth HMA pavement, separate calculations will be made for the binder and surface courses to account for their different  $G_{mb}$  and % AC<sub>V</sub>.

For bituminous materials measured in gallons:  $Q, \text{ tons} = V \times 8.33 \text{ lb/gal} \times SG / 2000$   
For bituminous materials measured in liters:  $Q, \text{ metric tons} = V \times 1.0 \text{ kg/L} \times SG / 1000$

- Where: A = Area of the HMA mixture, sq yd (sq m).  
D = Depth of the HMA mixture, in. (mm).  
G<sub>mb</sub> = Average bulk specific gravity of the mixture, from the approved mix design.

V = Volume of the bituminous material, gal (L).  
SG = Specific Gravity of bituminous material as shown on the bill of lading.

Basis of Payment. Bituminous materials cost adjustments may be positive or negative but will only be made when there is a difference between the BPI<sub>L</sub> and BPI<sub>P</sub> in excess of five percent, as calculated by:

$$\text{Percent Difference} = \{(BPI_L - BPI_P) \div BPI_L\} \times 100$$

Bituminous materials cost adjustments will be calculated for each calendar month in which applicable bituminous material is placed; and will be paid or deducted when all other contract requirements for the work placed during the month are satisfied. The adjustments shall not apply during contract time subject to liquidated damages for completion of the entire contract.

80173

**CEMENT, TYPE IL (BDE)**

Effective: August 1, 2023

Add the following to Article 302.02 of the Standard Specifications:

“(k) Type IL Portland-Limestone Cement .....1001”

Revise Note 2 of Article 352.02 of the Standard Specifications to read:

“Note 2. Either Type I or Type IA portland cement or Type IL portland-limestone cement shall be used.”

Revise Note 1 of Article 404.02 of the Standard Specifications to read:

“Note 1. The cement shall be Type I portland cement or Type IL portland-limestone cement.”

Revise Article 1019.02(a) of the Standard Specifications to read:

“(a) Cement, Type I or IL .....1001”

80449

## **COMPENSABLE DELAY COSTS (BDE)**

Effective: June 2, 2017

Revised: April 1, 2019

Revise Article 107.40(b) of the Standard Specifications to read:

“(b) Compensation. Compensation will not be allowed for delays, inconveniences, or damages sustained by the Contractor from conflicts with facilities not meeting the above definition; or if a conflict with a utility in an unanticipated location does not cause a shutdown of the work or a documentable reduction in the rate of progress exceeding the limits set herein. The provisions of Article 104.03 notwithstanding, compensation for delays caused by a utility in an unanticipated location will be paid according to the provisions of this Article governing minor and major delays or reduced rate of production which are defined as follows.

- (1) Minor Delay. A minor delay occurs when the work in conflict with the utility in an unanticipated location is completely stopped for more than two hours, but not to exceed two weeks.
- (2) Major Delay. A major delay occurs when the work in conflict with the utility in an unanticipated location is completely stopped for more than two weeks.
- (3) Reduced Rate of Production Delay. A reduced rate of production delay occurs when the rate of production on the work in conflict with the utility in an unanticipated location decreases by more than 25 percent and lasts longer than seven calendar days.”

Revise Article 107.40(c) of the Standard Specifications to read:

“(c) Payment. Payment for Minor, Major, and Reduced Rate of Production Delays will be made as follows.

- (1) Minor Delay. Labor idled which cannot be used on other work will be paid for according to Article 109.04(b)(1) and (2) for the time between start of the delay and the minimum remaining hours in the work shift required by the prevailing practice in the area.

Equipment idled which cannot be used on other work, and which is authorized to standby on the project site by the Engineer, will be paid for according to Article 109.04(b)(4).

- (2) Major Delay. Labor will be the same as for a minor delay.

Equipment will be the same as for a minor delay, except Contractor-owned equipment will be limited to two weeks plus the cost of move-out to either the



Contractor's yard or another job and the cost to re-mobilize, whichever is less. Rental equipment may be paid for longer than two weeks provided the Contractor presents adequate support to the Department (including lease agreement) to show retaining equipment on the job is the most economical course to follow and in the public interest.

- (3) Reduced Rate of Production Delay. The Contractor will be compensated for the reduced productivity for labor and equipment time in excess of the 25 percent threshold for that portion of the delay in excess of seven calendar days. Determination of compensation will be in accordance with Article 104.02, except labor and material additives will not be permitted.

Payment for escalated material costs, escalated labor costs, extended project overhead, and extended traffic control will be determined according to Article 109.13.”

Revise Article 108.04(b) of the Standard Specifications to read:

“(b) No working day will be charged under the following conditions.

- (1) When adverse weather prevents work on the controlling item.
- (2) When job conditions due to recent weather prevent work on the controlling item.
- (3) When conduct or lack of conduct by the Department or its consultants, representatives, officers, agents, or employees; delay by the Department in making the site available; or delay in furnishing any items required to be furnished to the Contractor by the Department prevents work on the controlling item.
- (4) When delays caused by utility or railroad adjustments prevent work on the controlling item.
- (5) When strikes, lock-outs, extraordinary delays in transportation, or inability to procure critical materials prevent work on the controlling item, as long as these delays are not due to any fault of the Contractor.
- (6) When any condition over which the Contractor has no control prevents work on the controlling item.”

Revise Article 109.09(f) of the Standard Specifications to read:

“(f) Basis of Payment. After resolution of a claim in favor of the Contractor, any adjustment in time required for the work will be made according to Section 108. Any adjustment in the costs to be paid will be made for direct labor, direct materials, direct equipment, direct jobsite overhead, direct offsite overhead, and other direct costs allowed by the resolution. Adjustments in costs will not be made for interest charges, loss of anticipated profit, undocumented loss of efficiency, home office overhead and unabsorbed overhead

other than as allowed by Article 109.13, lost opportunity, preparation of claim expenses and other consequential indirect costs regardless of method of calculation.

The above Basis of Payment is an essential element of the contract and the claim cost recovery of the Contractor shall be so limited.”

Add the following to Section 109 of the Standard Specifications.

**“109.13 Payment for Contract Delay.** Compensation for escalated material costs, escalated labor costs, extended project overhead, and extended traffic control will be allowed when such costs result from a delay meeting the criteria in the following table.

Contract Type	Cause of Delay	Length of Delay
Working Days	Article 108.04(b)(3) or Article 108.04(b)(4)	No working days have been charged for two consecutive weeks.
Completion Date	Article 108.08(b)(1) or Article 108.08(b)(7)	The Contractor has been granted a minimum two week extension of contract time, according to Article 108.08.

Payment for each of the various costs will be according to the following.

- (a) Escalated Material and/or Labor Costs. When the delay causes work, which would have otherwise been completed, to be done after material and/or labor costs have increased, such increases will be paid. Payment for escalated material costs will be limited to the increased costs substantiated by documentation furnished by the Contractor. Payment for escalated labor costs will be limited to those items in Article 109.04(b)(1) and (2), except the 35 percent and 10 percent additives will not be permitted.
- (b) Extended Project Overhead. For the duration of the delay, payment for extended project overhead will be paid as follows.
  - (1) Direct Jobsite and Offsite Overhead. Payment for documented direct jobsite overhead and documented direct offsite overhead, including onsite supervisory and administrative personnel, will be allowed according to the following table.

Original Contract Amount	Supervisory and Administrative Personnel
Up to \$5,000,000	One Project Superintendent
Over \$ 5,000,000 - up to \$25,000,000	One Project Manager, One Project Superintendent or Engineer, and One Clerk
Over \$25,000,000 - up to \$50,000,000	One Project Manager, One Project Superintendent, One Engineer, and

	One Clerk
Over \$50,000,000	One Project Manager, Two Project Superintendents, One Engineer, and One Clerk

(2) Home Office and Unabsorbed Overhead. Payment for home office and unabsorbed overhead will be calculated as 8 percent of the total delay cost.

(c) Extended Traffic Control. Traffic control required for an extended period of time due to the delay will be paid for according to Article 109.04.

When an extended traffic control adjustment is paid under this provision, an adjusted unit price as provided for in Article 701.20(a) for increase or decrease in the value of work by more than ten percent will not be paid.

Upon payment for a contract delay under this provision, the Contractor shall assign subrogation rights to the Department for the Department's efforts of recovery from any other party for monies paid by the Department as a result of any claim under this provision. The Contractor shall fully cooperate with the Department in its efforts to recover from another party any money paid to the Contractor for delay damages under this provision."

80384

## **DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION (BDE)**

Effective: September 1, 2000

Revised: March 2, 2019

**FEDERAL OBLIGATION.** The Department of Transportation, as a recipient of federal financial assistance, is required to take all necessary and reasonable steps to ensure nondiscrimination in the award and administration of contracts. Consequently, the federal regulatory provisions of 49 CFR Part 26 apply to this contract concerning the utilization of disadvantaged business enterprises. For the purposes of this Special Provision, a disadvantaged business enterprise (DBE) means a business certified by the Department in accordance with the requirements of 49 CFR Part 26 and listed in the Illinois Unified Certification Program (IL UCP) DBE Directory.

**STATE OBLIGATION.** This Special Provision will also be used by the Department to satisfy the requirements of the Business Enterprise for Minorities, Females, and Persons with Disabilities Act, 30 ILCS 575. When this Special Provision is used to satisfy state law requirements on 100 percent state-funded contracts, the federal government has no involvement in such contracts (not a federal-aid contract) and no responsibility to oversee the implementation of this Special Provision by the Department on those contracts. DBE participation on 100 percent state-funded contracts will not be credited toward fulfilling the Department's annual overall DBE goal required by the US Department of Transportation to comply with the federal DBE program requirements.

**CONTRACTOR ASSURANCE.** The Contractor makes the following assurance and agrees to include the assurance in each subcontract the Contractor signs with a subcontractor.

The Contractor, subrecipient, or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of contracts funded in whole or in part with federal or state funds. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- (a) Withholding progress payments;
- (b) Assessing sanctions;
- (c) Liquidated damages; and/or
- (d) Disqualifying the Contractor from future bidding as non-responsible.

**OVERALL GOAL SET FOR THE DEPARTMENT.** As a requirement of compliance with 49 CFR Part 26, the Department has set an overall goal for DBE participation in its federally assisted contracts. That goal applies to all federal-aid funds the Department will expend in its federally assisted contracts for the subject reporting fiscal year. The Department is required to make a

good faith effort to achieve the overall goal. The dollar amount paid to all approved DBE companies performing work called for in this contract is eligible to be credited toward fulfillment of the Department's overall goal.

CONTRACT GOAL TO BE ACHIEVED BY THE CONTRACTOR. This contract includes a specific DBE utilization goal established by the Department. The goal has been included because the Department has determined the work of this contract has subcontracting opportunities that may be suitable for performance by DBE companies. The determination is based on an assessment of the type of work, the location of the work, and the availability of DBE companies to do a part of the work. The assessment indicates, in the absence of unlawful discrimination and in an arena of fair and open competition, DBE companies can be expected to perform 6% of the work. This percentage is set as the DBE participation goal for this contract. Consequently, in addition to the other award criteria established for this contract, the Department will only award this contract to a bidder who makes a good faith effort to meet this goal of DBE participation in the performance of the work. A bidder makes a good faith effort for award consideration if either of the following is done in accordance with the procedures set for in this Special Provision:

- (a) The bidder documents enough DBE participation has been obtained to meet the goal or,
- (b) The bidder documents a good faith effort has been made to meet the goal, even though the effort did not succeed in obtaining enough DBE participation to meet the goal.

DBE LOCATOR REFERENCES. Bidders shall consult the IL UCP DBE Directory as a reference source for DBE-certified companies. In addition, the Department maintains a letting and item specific DBE locator information system whereby DBE companies can register their interest in providing quotes on particular bid items advertised for letting. Information concerning DBE companies willing to quote work for particular contracts may be obtained by contacting the Department's Bureau of Small Business Enterprises at telephone number (217) 785-4611, or by visiting the Department's website at:

<http://www.idot.illinois.gov/doing-business/certifications/disadvantaged-business-enterprise-certification/il-ucp-directory/index>.

BIDDING PROCEDURES. Compliance with this Special Provision is a material bidding requirement and failure of the bidder to comply will render the bid not responsive.

The bidder shall submit a DBE Utilization Plan (form SBE 2026), and a DBE Participation Statement (form SBE 2025) for each DBE company proposed for the performance of work to achieve the contract goal, with the bid. If the Utilization Plan indicates the contract goal will not be met, documentation of good faith efforts shall also be submitted. The documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor is selected over a DBE for work on the contract. The required forms and documentation must be submitted as a single .pdf file using the "Integrated Contractor Exchange (iCX)" application within the Department's "EBids System".

The Department will not accept a Utilization Plan if it does not meet the bidding procedures set forth herein and the bid will be declared not responsive. In the event the bid is declared not responsive, the Department may elect to cause the forfeiture of the penal sum of the bidder's proposal guaranty and may deny authorization to bid the project if re-advertised for bids.

GOOD FAITH EFFORT PROCEDURES. The contract will not be awarded until the Utilization Plan is approved. All information submitted by the bidder must be complete, accurate and adequately document enough DBE participation has been obtained or document the good faith efforts of the bidder, in the event enough DBE participation has not been obtained, before the Department will commit to the performance of the contract by the bidder. The Utilization Plan will be approved by the Department if the Utilization Plan documents sufficient commercially useful DBE work to meet the contract goal or the bidder submits sufficient documentation of a good faith effort to meet the contract goal pursuant to 49 CFR Part 26, Appendix A. This means the bidder must show that all necessary and reasonable steps were taken to achieve the contract goal. Necessary and reasonable steps are those which, by their scope, intensity and appropriateness to the objective, could reasonably be expected to obtain sufficient DBE participation, even if they were not successful. The Department will consider the quality, quantity, and intensity of the kinds of efforts the bidder has made. Mere *pro forma* efforts, in other words efforts done as a matter of form, are not good faith efforts; rather, the bidder is expected to have taken genuine efforts that would be reasonably expected of a bidder actively and aggressively trying to obtain DBE participation sufficient to meet the contract goal.

- (a) The following is a list of types of action that the Department will consider as part of the evaluation of the bidder's good faith efforts to obtain participation. These listed factors are not intended to be a mandatory checklist and are not intended to be exhaustive. Other factors or efforts brought to the attention of the Department may be relevant in appropriate cases and will be considered by the Department.
  - (1) Soliciting through all reasonable and available means (e.g. attendance at pre-bid meetings, advertising and/or written notices) the interest of all certified DBE companies that have the capability to perform the work of the contract. The bidder must solicit this interest within sufficient time to allow the DBE companies to respond to the solicitation. The bidder must determine with certainty if the DBE companies are interested by taking appropriate steps to follow up initial solicitations.
  - (2) Selecting portions of the work to be performed by DBE companies in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the Contractor might otherwise prefer to perform these work items with its own forces.
  - (3) Providing interested DBE companies with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.

- (4) a. Negotiating in good faith with interested DBE companies. It is the bidder's responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBE companies that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBE companies to perform the work.
  - b. A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBE companies is not in itself sufficient reason for a bidder's failure to meet the contract DBE goal, as long as such costs are reasonable. Also the ability or desire of a bidder to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Bidders are not, however, required to accept higher quotes from DBE companies if the price difference is excessive or unreasonable. In accordance with the above Bidding Procedures, the documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor was selected over a DBE for work on the contract.
- (5) Not rejecting DBE companies as being unqualified without sound reasons based on a thorough investigation of their capabilities. The bidder's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the bidder's efforts to meet the project goal.
  - (6) Making efforts to assist interested DBE companies in obtaining bonding, lines of credit, or insurance as required by the recipient or Contractor.
  - (7) Making efforts to assist interested DBE companies in obtaining necessary equipment, supplies, materials, or related assistance or services.
  - (8) Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, state, and federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBE companies.
- (b) If the Department determines the bidder has made a good faith effort to secure the work commitment of DBE companies to meet the contract goal, the Department will award the contract provided it is otherwise eligible for award. If the Department determines the

bidder has failed to meet the requirements of this Special Provision or that a good faith effort has not been made, the Department will notify the responsible company official designated in the Utilization Plan that the bid is not responsive. The notification will also include a statement of reasons for the adverse determination. If the Utilization Plan is not approved because it is deficient as a technical matter, unless waived by the Department, the bidder will be notified and will be allowed no more than a five calendar day period to cure the deficiency.

- (c) The bidder may request administrative reconsideration of an adverse determination by emailing the Department at "[DOT.DBE.UP@illinois.gov](mailto:DOT.DBE.UP@illinois.gov)" within the five calendar days after the receipt of the notification of the determination. The determination shall become final if a request is not made on or before the fifth calendar day. A request may provide additional written documentation or argument concerning the issues raised in the determination statement of reasons, provided the documentation and arguments address efforts made prior to submitting the bid. The request will be reviewed by the Department's Reconsideration Officer. The Reconsideration Officer will extend an opportunity to the bidder to meet in person to consider all issues of documentation and whether the bidder made a good faith effort to meet the goal. After the review by the Reconsideration Officer, the bidder will be sent a written decision within ten working days after receipt of the request for reconsideration, explaining the basis for finding that the bidder did or did not meet the goal or make adequate good faith efforts to do so. A final decision by the Reconsideration Officer that a good faith effort was made shall approve the Utilization Plan submitted by the bidder and shall clear the contract for award. A final decision that a good faith effort was not made shall render the bid not responsive.

**CALCULATING DBE PARTICIPATION.** The Utilization Plan values represent work anticipated to be performed and paid for upon satisfactory completion. The Department is only able to count toward the achievement of the overall goal and the contract goal the value of payments made for the work actually performed by DBE companies. In addition, a DBE must perform a commercially useful function on the contract to be counted. A commercially useful function is generally performed when the DBE is responsible for the work and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. The Department and Contractor are governed by the provisions of 49 CFR Part 26.55(c) on questions of commercially useful functions as it affects the work. Specific counting guidelines are provided in 49 CFR Part 26.55, the provisions of which govern over the summary contained herein.

- (a) DBE as the Contractor: 100 percent goal credit for that portion of the work performed by the DBE's own forces, including the cost of materials and supplies. Work that a DBE subcontracts to a non-DBE does not count toward the DBE goals.
- (b) DBE as a joint venture Contractor: 100 percent goal credit for that portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the work performed by the DBE's own forces.



- (c) DBE as a subcontractor: 100 percent goal credit for the work of the subcontract performed by the DBE's own forces, including the cost of materials and supplies, excluding the purchase of materials and supplies or the lease of equipment by the DBE subcontractor from the Contractor or its affiliates. Work that a DBE subcontractor in turn subcontracts to a non-DBE does not count toward the DBE goal.
- (d) DBE as a trucker: 100 percent goal credit for trucking participation provided the DBE is responsible for the management and supervision of the entire trucking operation for which it is responsible. At least one truck owned, operated, licensed, and insured by the DBE must be used on the contract. Credit will be given for the following:
  - (1) The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the contract.
  - (2) The DBE may also lease trucks from a non-DBE firm, including from an owner-operator. The DBE who leases trucks from a non-DBE is entitled to credit only for the fee or commission is receives as a result of the lease arrangement.
- (e) DBE as a material supplier:
  - (1) 60 percent goal credit for the cost of the materials or supplies purchased from a DBE regular dealer.
  - (2) 100 percent goal credit for the cost of materials of supplies obtained from a DBE manufacturer.
  - (3) 100 percent credit for the value of reasonable fees and commissions for the procurement of materials and supplies if not a DBE regular dealer or DBE manufacturer.

**CONTRACT COMPLIANCE.** Compliance with this Special Provision is an essential part of the contract. The Department is prohibited by federal regulations from crediting the participation of a DBE included in the Utilization Plan toward either the contract goal or the Department's overall goal until the amount to be applied toward the goals has been paid to the DBE. The following administrative procedures and remedies govern the compliance by the Contractor with the contractual obligations established by the Utilization Plan. After approval of the Utilization Plan and award of the contract, the Utilization Plan and individual DBE Participation Statements become part of the contract. If the Contractor did not succeed in obtaining enough DBE participation to achieve the advertised contract goal, and the Utilization Plan was approved and contract awarded based upon a determination of good faith, the total dollar value of DBE work calculated in the approved Utilization Plan as a percentage of the awarded contract value shall become the amended contract goal. All work indicated for performance by an approved DBE shall be performed, managed, and supervised by the DBE executing the DBE Participation Commitment Statement.

- (a) NO AMENDMENT. No amendment to the Utilization Plan may be made without prior written approval from the Department's Bureau of Small Business Enterprises. All requests for amendment to the Utilization Plan shall be emailed to the Department at [DOT.DBE.UP@illinois.gov](mailto:DOT.DBE.UP@illinois.gov).
- (b) CHANGES TO WORK. Any deviation from the DBE condition-of-award or contract plans, specifications, or special provisions must be approved, in writing, by the Department as provided elsewhere in the Contract. The Contractor shall notify affected DBEs in writing of any changes in the scope of work which result in a reduction in the dollar amount condition-of-award to the contract. Where the revision includes work committed to a new DBE subcontractor, not previously involved in the project, then a Request for Approval of Subcontractor, Department form BC 260A or AER 260A, must be signed and submitted. If the commitment of work is in the form of additional tasks assigned to an existing subcontract, a new Request for Approval of Subcontractor will not be required. However, the Contractor must document efforts to assure the existing DBE subcontractor is capable of performing the additional work and has agreed in writing to the change.
- (c) SUBCONTRACT. The Contractor must provide copies of DBE subcontracts to the Department upon request. Subcontractors shall ensure that all lower tier subcontracts or agreements with DBEs to supply labor or materials be performed in accordance with this Special Provision.
- (d) ALTERNATIVE WORK METHODS. In addition to the above requirements for reductions in the condition of award, additional requirements apply to the two cases of Contractor-initiated work substitution proposals. Where the contract allows alternate work methods which serve to delete or create underruns in condition of award DBE work, and the Contractor selects that alternate method or, where the Contractor proposes a substitute work method or material that serves to diminish or delete work committed to a DBE and replace it with other work, then the Contractor must demonstrate one of the following:
- (1) The replacement work will be performed by the same DBE (as long as the DBE is certified in the respective item of work) in a modification of the condition of award; or
  - (2) The DBE is aware its work will be deleted or will experience underruns and has agreed in writing to the change. If this occurs, the Contractor shall substitute other work of equivalent value to a certified DBE or provide documentation of good faith efforts to do so; or
  - (3) The DBE is not capable of performing the replacement work or has declined to perform the work at a reasonable competitive price. If this occurs, the Contractor shall substitute other work of equivalent value to a certified DBE or provide documentation of good faith efforts to do so.

- (e) TERMINATION AND REPLACEMENT PROCEDURES. The Contractor shall not terminate or replace a DBE listed on the approved Utilization Plan, or perform with other forces work designated for a listed DBE except as provided in this Special Provision. The Contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the Contractor obtains the Department's written consent as provided in subsection (a) of this part. Unless Department consent is provided for termination of a DBE subcontractor, the Contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the DBE in the Utilization Plan.

As stated above, the Contractor shall not terminate or replace a DBE subcontractor listed in the approved Utilization Plan without prior written consent. This includes, but is not limited to, instances in which the Contractor seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm. Written consent will be granted only if the Bureau of Small Business Enterprises agrees, for reasons stated in its concurrence document, that the Contractor has good cause to terminate or replace the DBE firm. Before transmitting to the Bureau of Small Business Enterprises any request to terminate and/or substitute a DBE subcontractor, the Contractor shall give notice in writing to the DBE subcontractor, with a copy to the Bureau, of its intent to request to terminate and/or substitute, and the reason for the request. The Contractor shall give the DBE five days to respond to the Contractor's notice. The DBE so notified shall advise the Bureau and the Contractor of the reasons, if any, why it objects to the proposed termination of its subcontract and why the Bureau should not approve the Contractor's action. If required in a particular case as a matter of public necessity, the Bureau may provide a response period shorter than five days.

For purposes of this paragraph, good cause includes the following circumstances:

- (1) The listed DBE subcontractor fails or refuses to execute a written contract;
- (2) The listed DBE subcontractor fails or refuses to perform the work of its subcontract in a way consistent with normal industry standards. Provided, however, that good cause does not exist if the failure or refusal of the DBE subcontractor to perform its work on the subcontract results from the bad faith or discriminatory action of the Contractor;
- (3) The listed DBE subcontractor fails or refuses to meet the Contractor's reasonable, nondiscriminatory bond requirements;
- (4) The listed DBE subcontractor becomes bankrupt, insolvent, or exhibits credit unworthiness;
- (5) The listed DBE subcontractor is ineligible to work on public works projects because of suspension and debarment proceedings pursuant 2 CFR Parts 180, 215 and 1200 or applicable state law.

- (6) The Contractor has determined the listed DBE subcontractor is not a responsible contractor;
- (7) The listed DBE subcontractor voluntarily withdraws from the projects and provides written notice to the Contractor of its withdrawal;
- (8) The listed DBE is ineligible to receive DBE credit for the type of work required;
- (9) A DBE owner dies or becomes disabled with the result that the listed DBE subcontractor is unable to complete its work on the contract;
- (10) Other documented good cause that compels the termination of the DBE subcontractor. Provided, that good cause does not exist if the Contractor seeks to terminate a DBE it relied upon to obtain the contract so that the Contractor can self-perform the work for which the DBE contractor was engaged or so that the Contractor can substitute another DBE or non-DBE contractor after contract award.

When a DBE is terminated or fails to complete its work on the Contract for any reason, the Contractor shall make a good faith effort to find another DBE to substitute for the original DBE to perform at least the same amount of work under the contract as the terminated DBE to the extent needed to meet the established Contract goal. The good faith efforts shall be documented by the Contractor. If the Department requests documentation under this provision, the Contractor shall submit the documentation within seven days, which may be extended for an additional seven days if necessary at the request of the Contractor. The Department will provide a written determination to the Contractor stating whether or not good faith efforts have been demonstrated.

- (f) FINAL PAYMENT. After the performance of the final item of work or delivery of material by a DBE and final payment therefore to the DBE by the Contractor, but not later than 30 calendar days after payment has been made by the Department to the Contractor for such work or material, the Contractor shall submit a DBE Payment Agreement on Department form SBE 2115 to the Resident Engineer. If full and final payment has not been made to the DBE, the DBE Payment Agreement shall indicate whether a disagreement as to the payment required exists between the Contractor and the DBE or if the Contractor believes the work has not been satisfactorily completed. If the Contractor does not have the full amount of work indicated in the Utilization Plan performed by the DBE companies indicated in the Utilization Plan and after good faith efforts are reviewed, the Department may deduct from contract payments to the Contractor the amount of the goal not achieved as liquidated and ascertained damages. The Contractor may request an administrative reconsideration of any amount deducted as damages pursuant to subsection (h) of this part.
- (g) ENFORCEMENT. The Department reserves the right to withhold payment to the Contractor to enforce the provisions of this Special Provision. Final payment shall not be

made on the contract until such time as the Contractor submits sufficient documentation demonstrating achievement of the goal in accordance with this Special Provision or after liquidated damages have been determined and collected.

- (h) RECONSIDERATION. Notwithstanding any other provision of the contract, including but not limited to Article 109.09 of the Standard Specifications, the Contractor may request administrative reconsideration of a decision to deduct the amount of the goal not achieved as liquidated damages. A request to reconsider shall be delivered to the Contract Compliance Section and shall be handled and considered in the same manner as set forth in paragraph (c) of "Good Faith Effort Procedures" of this Special Provision, except a final decision that a good faith effort was not made during contract performance to achieve the goal agreed to in the Utilization Plan shall be the final administrative decision of the Department. The result of the reconsideration process is not administratively appealable to the U.S. Department of Transportation.

80029

## **FUEL COST ADJUSTMENT (BDE)**

Effective: April 1, 2009

Revised: August 1, 2017

Description. Fuel cost adjustments will be made to provide additional compensation to the Contractor, or a credit to the Department, for fluctuations in fuel prices when optioned by the Contractor. The bidder shall indicate with their bid whether or not this special provision will be part of the contract. Failure to indicate "Yes" for any category of work will make that category of work exempt from fuel cost adjustment.

General. The fuel cost adjustment shall apply to contract pay items as grouped by category. The adjustment shall only apply to those categories of work checked "Yes", and only when the cumulative plan quantities for a category exceed the required threshold. Adjustments to work items in a category, either up or down, and extra work paid for by agreed unit price will be subject to fuel cost adjustment only when the category representing the added work was subject to the fuel cost adjustment. Extra work paid for at a lump sum price or by force account will not be subject to fuel cost adjustment. Category descriptions and thresholds for application and the fuel usage factors which are applicable to each are as follows:

### (a) Categories of Work.

- (1) Category A: Earthwork. Contract pay items performed under Sections 202, 204, and 206 including any modified standard or nonstandard items where the character of the work to be performed is considered earthwork. The cumulative total of all applicable item plan quantities shall exceed 25,000 cu yd (20,000 cu m). Included in the fuel usage factor is a weighted average 0.10 gal/cu yd (0.50 liters/cu m) factor for trucking.
- (2) Category B: Subbases and Aggregate Base Courses. Contract pay items constructed under Sections 311, 312 and 351 including any modified standard or nonstandard items where the character of the work to be performed is considered construction of a subbase or aggregate, stabilized or modified base course. The cumulative total of all applicable item plan quantities shall exceed 5000 tons (4500 metric tons). Included in the fuel usage factor is a 0.60 gal/ton (2.50 liters/metric ton) factor for trucking.
- (3) Category C: Hot-Mix Asphalt (HMA) Bases, Pavements and Shoulders. Contract pay items constructed under Sections 355, 406, 407 and 482 including any modified standard or nonstandard items where the character of the work to be performed is considered HMA bases, pavements and shoulders. The cumulative total of all applicable item plan quantities shall exceed 5000 tons (4500 metric tons). Included in the fuel usage factor is 0.60 gal/ton (2.50 liters/metric ton) factor for trucking.
- (4) Category D: Portland Cement Concrete (PCC) Bases, Pavements and Shoulders. Contract pay items constructed under Sections 353, 420, 421 and 483 including any

modified standard or nonstandard items where the character of the work to be performed is considered PCC base, pavement or shoulder. The cumulative total of all applicable item plan quantities shall exceed 7500 sq yd (6000 sq m). Included in the fuel usage factor is 1.20 gal/cu yd (5.94 liters/cu m) factor for trucking.

- (5) Category E: Structures. Structure items having a cumulative bid price that exceeds \$250,000 for pay items constructed under Sections 502, 503, 504, 505, 512, 516 and 540 including any modified standard or nonstandard items where the character of the work to be performed is considered structure work when similar to that performed under these sections and not included in categories A through D.

(b) Fuel Usage Factors.

English Units		
Category	Factor	Units
A - Earthwork	0.34	gal / cu yd
B – Subbase and Aggregate Base courses	0.62	gal / ton
C – HMA Bases, Pavements and Shoulders	1.05	gal / ton
D – PCC Bases, Pavements and Shoulders	2.53	gal / cu yd
E – Structures	8.00	gal / \$1000

Metric Units		
Category	Factor	Units
A - Earthwork	1.68	liters / cu m
B – Subbase and Aggregate Base courses	2.58	liters / metric ton
C – HMA Bases, Pavements and Shoulders	4.37	liters / metric ton
D – PCC Bases, Pavements and Shoulders	12.52	liters / cu m
E – Structures	30.28	liters / \$1000

(c) Quantity Conversion Factors.

Category	Conversion	Factor
B	sq yd to ton	0.057 ton / sq yd / in depth
	sq m to metric ton	0.00243 metric ton / sq m / mm depth
C	sq yd to ton	0.056 ton / sq yd / in depth
	sq m to metric ton	0.00239 m ton / sq m / mm depth
D	sq yd to cu yd	0.028 cu yd / sq yd / in depth
	sq m to cu m	0.001 cu m / sq m / mm depth

Method of Adjustment. Fuel cost adjustments will be computed as follows.

$$CA = (FPI_P - FPI_L) \times FUF \times Q$$

Where: CA = Cost Adjustment, \$  
FPI<sub>P</sub> = Fuel Price Index, as published by the Department for the month the work is performed, \$/gal (\$/liter)  
FPI<sub>L</sub> = Fuel Price Index, as published by the Department for the month prior to the letting for work paid for at the contract price; or for the month the agreed unit price letter is submitted by the Contractor for extra work paid for by agreed unit price, \$/gal (\$/liter)  
FUF = Fuel Usage Factor in the pay item(s) being adjusted  
Q = Authorized construction Quantity, tons (metric tons) or cu yd (cu m)

The entire FUF indicated in paragraph (b) will be used regardless of use of trucking to perform the work.

Basis of Payment. Fuel cost adjustments may be positive or negative but will only be made when there is a difference between the FPI<sub>L</sub> and FPI<sub>P</sub> in excess of five percent, as calculated by:

$$\text{Percent Difference} = \{(FPI_L - FPI_P) \div FPI_L\} \times 100$$

Fuel cost adjustments will be calculated for each calendar month in which applicable work is performed; and will be paid or deducted when all other contract requirements for the items of work are satisfied. The adjustments shall not apply during contract time subject to liquidated damages for completion of the entire contract.

80229



## **HOT-MIX ASPHALT (BDE)**

Effective: January 1, 2024

Revise the second paragraph of Articles 1030.07(a)(11) and 1030.08(a)(9) of the Standard Specifications to read:

“When establishing the target density, the HMA maximum theoretical specific gravity ( $G_{mm}$ ) will be based on the running average of four available Department test results for that project. If less than four  $G_{mm}$  test results are available, an average of all available Department test results for that project will be used. The initial  $G_{mm}$  will be the last available Department test result from a QMP project. If there is no available Department test result from a QMP project, the Department mix design verification test result will be used as the initial  $G_{mm}$ .”

In the Supplemental Specifications, replace the revision for the end of the third paragraph of Article 1030.09(h)(2) with the following:

“When establishing the target density, the HMA maximum theoretical specific gravity ( $G_{mm}$ ) will be the Department mix design verification test result.”

Revise the tenth paragraph of Article 1030.10 of the Standard Specifications to read:

“Production is not required to stop after a test strip has been constructed.”

80456

## HOT-MIX ASPHALT – LONGITUDINAL JOINT SEALANT (BDE)

Effective: November 1, 2022

Revised: August 1, 2023

Add the following after the second sentence in the eighth paragraph of Article 406.06(h)(2) of the Standard Specifications:

“If rain is forecasted and traffic is to be on the LJS or if pickup/tracking of the LJS material is likely, the LJS shall be covered immediately following its application with FA 20 fine aggregate mechanically spread uniformly at a rate of  $1.5 \pm 0.5$  lb/sq yd ( $0.75 \pm 0.25$  kg/sq m). Fine aggregate landing outside of the LJS shall be removed prior to application of tack coat.”

Add the following after the first sentence in the ninth paragraph of Article 406.06(h)(2) of the Standard Specifications:

“LJS half-width shall be applied at a width of  $9 \pm 1$  in. ( $225 \pm 25$  mm) in the immediate lane to be placed with the outside edge flush with the joint of the next HMA lift. The vertical face of any longitudinal joint remaining in place shall also be coated.”

Add the following after the eleventh paragraph of Article 406.06(h)(2) of the Standard Specifications:

“LJS Half-Width Application Rate, lb/ft (kg/m) <sup>1/</sup>			
Lift Thickness, in. (mm)	Coarse Graded Mixture (IL-19.0, IL-19.0L, IL-9.5, IL-9.5L, IL-4.75)	Fine Graded Mixture (IL-9.5FG)	SMA Mixture (SMA-9.5, SMA-12.5)
$\frac{3}{4}$ (19)	0.44 (0.66)		
1 (25)	0.58 (0.86)		
1 $\frac{1}{4}$ (32)	0.66 (0.98)	0.44 (0.66)	
1 $\frac{1}{2}$ (38)	0.74 (1.10)	0.48 (0.71)	0.63 (0.94)
1 $\frac{3}{4}$ (44)	0.82 (1.22)	0.52 (0.77)	0.69 (1.03)
2 (50)	0.90 (1.34)	0.56 (0.83)	0.76 (1.13)
$\geq 2 \frac{1}{4}$ (60)	0.98 (1.46)		

1/ The application rate includes a surface demand for liquid. The thickness of the LJS may taper from the center of the application to a lesser thickness on the edge of the application, provided the correct width and application rate are maintained.”

Revise the second paragraph of Article 406.13(b) of the Standard Specifications to read:

“Aggregate for covering tack, LJS, or FLS will not be measured for payment.”

Add the following to the end of the second paragraph of Article 406.14 of the Standard Specifications:

“Longitudinal joint sealant (LJS) half-width will be paid for at the contract unit price per foot (meter) for LONGITUDINAL JOINT SEALANT, HALF-WIDTH.”

80446

## PERFORMANCE GRADED ASPHALT BINDER (BDE)

Effective: January 1, 2023

Revise Article 1032.05 of the Standard Specifications to read:

**“1032.05 Performance Graded Asphalt Binder.** These materials will be accepted according to the Bureau of Materials Policy Memorandum, “Performance Graded Asphalt Binder Qualification Procedure.” The Department will maintain a qualified producer list. These materials shall be free from water and shall not foam when heated to any temperature below the actual flash point. Air blown asphalt, recycle engine oil bottoms (ReOB), and polyphosphoric acid (PPA) modification shall not be used.

When requested, producers shall provide the Engineer with viscosity/temperature relationships for the performance graded asphalt binders delivered and incorporated in the work.

- (a) Performance Graded (PG) Asphalt Binder. The asphalt binder shall meet the requirements of AASHTO M 320, Table 1 “Standard Specification for Performance Graded Asphalt Binder” for the grade shown on the plans and the following.

Test	Parameter
Small Strain Parameter (AASHTO PP 113) BBR, $\Delta T_c$ , 40 hrs PAV (40 hrs continuous or 2 PAV at 20 hrs)	-5 °C min.

- (b) Modified Performance Graded (PG) Asphalt Binder. The asphalt binder shall meet the requirements of AASHTO M 320, Table 1 “Standard Specification for Performance Graded Asphalt Binder” for the grade shown on the plans.

Asphalt binder modification shall be performed at the source, as defined in the Bureau of Materials Policy Memorandum, “Performance Graded Asphalt Binder Qualification Procedure.”

Modified asphalt binder shall be safe to handle at asphalt binder production and storage temperatures or HMA construction temperatures. Safety Data Sheets (SDS) shall be provided for all asphalt modifiers.

- (1) Polymer Modification (SB/SBS or SBR). Elastomers shall be added to the base asphalt binder to achieve the specified performance grade and shall be either a styrene-butadiene diblock, triblock copolymer without oil extension, or a styrene-butadiene rubber. The polymer modified asphalt binder shall be smooth, homogeneous, and be according to the requirements shown in Table 1 or 2 for the grade shown on the plans.

Table 1 - Requirements for Styrene-Butadiene Copolymer (SB/SBS) Modified Asphalt Binders		
Test	Asphalt Grade SB/SBS PG 64-28 SB/SBS PG 70-22	Asphalt Grade SB/SBS PG 64-34 SB/SBS PG 70-28 SB/SBS PG 76-22 SB/SBS PG 76-28
Separation of Polymer ITP, "Separation of Polymer from Asphalt Binder" Difference in °F (°C) of the softening point between top and bottom portions	4 (2) max.	4 (2) max.
TESTS ON RESIDUE FROM ROLLING THIN FILM OVEN TEST (AASHTO T 240)		
Elastic Recovery ASTM D 6084, Procedure A, 77 °F (25 °C), 100 mm elongation, %	60 min.	70 min.

Table 2 - Requirements for Styrene-Butadiene Rubber (SBR) Modified Asphalt Binders		
Test	Asphalt Grade SBR PG 64-28 SBR PG 70-22	Asphalt Grade SB/SBS PG 64-34 SB/SBS PG 70-28 SBR PG 76-22 SBR PG 76-28
Separation of Polymer ITP, "Separation of Polymer from Asphalt Binder" Difference in °F (°C) of the softening point between top and bottom portions	4 (2) max.	4 (2) max.
Toughness ASTM D 5801, 77 °F (25 °C), 20 in./min. (500 mm/min.), in.-lbs (N-m)	110 (12.5) min.	110 (12.5) min.
Tenacity ASTM D 5801, 77 °F (25 °C), 20 in./min. (500 mm/min.), in.-lbs (N-m)	75 (8.5) min.	75 (8.5) min.
TESTS ON RESIDUE FROM ROLLING THIN FILM OVEN TEST (AASHTO T 240)		
Elastic Recovery ASTM D 6084, Procedure A, 77 °F (25 °C), 100 mm elongation, %	40 min.	50 min.

- (2) Ground Tire Rubber (GTR) Modification. GTR modification is the addition of recycled ground tire rubber to liquid asphalt binder to achieve the specified performance grade. GTR shall be produced from processing automobile and/or truck tires by the ambient

grinding method or micronizing through a cryogenic process. GTR shall not exceed 1/16 in. (2 mm) in any dimension and shall not contain free metal particles, moisture that would cause foaming of the asphalt, or other foreign materials. A mineral powder (such as talc) meeting the requirements of AASHTO M 17 may be added, up to a maximum of four percent by weight of GTR to reduce sticking and caking of the GTR particles. When tested in accordance with Illinois Modified AASHTO T 27 “Standard Method of Test for Sieve Analysis of Fine and Coarse Aggregates” or AASHTO PP 74 “Standard Practice for Determination of Size and Shape of Glass Beads Used in Traffic Markings by Means of Computerized Optical Method”, a 50 g sample of the GTR shall conform to the following gradation requirements.

Sieve Size	Percent Passing
No. 16 (1.18 mm)	100
No. 30 (600 µm)	95 ± 5
No. 50 (300 µm)	> 20

GTR modified asphalt binder shall be tested for rotational viscosity according to AASHTO T 316 using spindle S27. GTR modified asphalt binder shall be tested for original dynamic shear and RTFO dynamic shear according to AASHTO T 315 using a gap of 2 mm.

The GTR modified asphalt binder shall meet the requirements of Table 3.

Table 3 - Requirements for Ground Tire Rubber (GTR) Modified Asphalt Binders		
Test	Asphalt Grade GTR PG 64-28 GTR PG 70-22	Asphalt Grade GTR PG 76-22 GTR PG 76-28 GTR PG 70-28
TESTS ON RESIDUE FROM ROLLING THIN FILM OVEN TEST (AASHTO T 240)		
Elastic Recovery ASTM D 6084, Procedure A, 77 °F (25 °C), 100 mm elongation, %	60 min.	70 min.

- (3) Softener Modification (SM). Softener modification is the addition of organic compounds, such as engineered flux, bio-oil blends, modified vegetable oils, glycol amines, and fatty acid derivatives, to the base asphalt binder to achieve the specified performance grade. Softeners shall be dissolved, dispersed, or reacted in the asphalt binder to enhance its performance and shall remain compatible with the asphalt binder with no separation. Softeners shall not be added to modified PG asphalt binder as defined in Articles 1032.05(b)(1) or 1032.05(b)(2).

An Attenuated Total Reflectance-Fourier Transform Infrared spectrum (ATR-FTIR) shall be collected for both the softening compound as well as the softener modified

asphalt binder at the dose intended for qualification. The ATR-FTIR spectra shall be collected on unaged softener modified binder, 20-hour Pressurized Aging Vessel (PAV) aged softener modified binder, and 40-hour PAV aged softener modified binder. The ATR-FTIR shall be collected in accordance with Illinois Test Procedure 601. The electronic files spectral files (in one of the following extensions or equivalent: \*.SPA, \*.SPG, \*.IRD, \*.IFG, \*.CSV, \*.SP, \*.IRS, \*.GAML, \*. [0-9], \*.IGM, \*.ABS, \*.DRT, \*.SBM, \*.RAS) shall be submitted to the Central Bureau of Materials.

Softener modified asphalt binders shall meet the requirements in Table 4.

Test	Asphalt Grade	
	SM PG 46-28	SM PG 46-34
	SM PG 52-28	SM PG 52-34
	SM PG 58-22	SM PG 58-28
	SM PG 64-22	
Small Strain Parameter (AASHTO PP 113) BBR, $\Delta T_c$ , 40 hrs PAV (40 hrs continuous or 2 PAV at 20 hrs)	-5°C min.	
Large Strain Parameter (Illinois Modified AASHTO T 391) DSR/LAS Fatigue Property, $\Delta G^* _{peak}$ , 40 hrs PAV (40 hrs continuous or 2 PAV at 20 hrs)	≥ 54 %	

The following grades may be specified as tack coats.

Asphalt Grade	Use
PG 58-22, PG 58-28, PG 64-22	Tack Coat

Revise Article 1031.06(c)(1) and 1031.06(c)(2) of the Standard Specifications to read:

“(1) RAP/RAS. When RAP is used alone or RAP is used in conjunction with RAS, the percentage of virgin ABR shall not exceed the amounts listed in the following table.

Ndesign	Binder	Surface	Polymer Modified Binder or Surface <sup>3/</sup>
30	30	30	10
50	25	15	10
70	15	10	10
90	10	10	10

1/ For Low ESAL HMA shoulder and stabilized subbase, the RAP/RAS ABR shall not exceed 50 percent of the mixture.

- 2/ When RAP/RAS ABR exceeds 20 percent, the high and low virgin asphalt binder grades shall each be reduced by one grade (i.e. 25 percent ABR would require a virgin asphalt binder grade of PG 64-22 to be reduced to a PG 58-28).
  - 3/ The maximum ABR percentages for ground tire rubber (GTR) modified mixes shall be equivalent to the percentages specified for SBS/SBR polymer modified mixes.
- (2) FRAP/RAS. When FRAP is used alone or FRAP is used in conjunction with RAS, the percentage of virgin asphalt binder replacement shall not exceed the amounts listed in the following table.

HMA Mixtures - FRAP/RAS Maximum ABR % <sup>1/2/</sup>			
Ndesign	Binder	Surface	Polymer Modified Binder or Surface <sup>3/</sup>
30	55	45	15
50	45	40	15
70	45	35	15
90	45	35	15
SMA	--	--	25
IL-4.75	--	--	35

- 1/ For Low ESAL HMA shoulder and stabilized subbase, the FRAP/RAS ABR shall not exceed 50 percent of the mixture.
- 2/ When FRAP/RAS ABR exceeds 20 percent for all mixes, the high and low virgin asphalt binder grades shall each be reduced by one grade (i.e. 25 percent ABR would require a virgin asphalt binder grade of PG 64-22 to be reduced to a PG 58-28).
- 3/ The maximum ABR percentages for GTR modified mixes shall be equivalent to the percentages specified for SBS/SBR polymer modified mixes.”

Add the following to the end of Note 2 of Article 1030.03 of the Standard Specifications.

“A dedicated storage tank for the ground tire rubber (GTR) modified asphalt binder shall be provided. This tank shall be capable of providing continuous mechanical mixing throughout and/or recirculation of the asphalt binder to provide a uniform mixture. The tank shall be heated and capable of maintaining the temperature of the asphalt binder at 300 °F to 350 °F (149 °C to 177 °C). The asphalt binder metering systems of dryer drum plants shall be calibrated with the actual GTR modified asphalt binder material with an accuracy of ±0.40 percent.”



## **PORTLAND CEMENT CONCRETE (BDE)**

Effective: August 1, 2023

Revise the second paragraph of Article 1103.03(a)(4) the Standard Specifications to read:

“The dispenser system shall provide a visual indication that the liquid admixture is actually entering the batch, such as via a transparent or translucent section of tubing or by independent check with an integrated secondary metering device. If approved by the Engineer, an alternate indicator may be used for admixtures dosed at rates of 25 oz/cwt (1630 mL/100 kg) or greater, such as accelerating admixtures, corrosion inhibitors, and viscosity modifying admixtures.”

80451

## REMOVAL AND DISPOSAL OF REGULATED SUBSTANCES (BDE)

Effective: January 1, 2024

Revised: April 1, 2024

Revise the first paragraph of Article 669.04 of the Standard Specifications to read:

**“669.04 Regulated Substances Monitoring.** Regulated substances monitoring includes environmental observation and field screening during regulated substances management activities. The excavated soil and groundwater within the work areas shall be managed as either uncontaminated soil, hazardous waste, special waste, or non-special waste.

As part of the regulated substances monitoring, the monitoring personnel shall perform and document the applicable duties listed on form BDE 2732 “Regulated Substances Monitoring Daily Record (RSM DR)”.

Revise the first two sentences of the nineteenth paragraph of Article 669.05 of the Standard Specifications to read:

“The Contractor shall coordinate waste disposal approvals with the disposal facility and provide the specific analytical testing requirements of that facility. The Contractor shall make all arrangements for collection, transportation, and analysis of landfill acceptance testing.”

Revise the last paragraph of Article 669.05 of the Standard Specifications to read:

“The Contractor shall select a permitted landfill facility or CCDD/USFO facility meeting the requirements of 35 Ill. Admin. Code Parts 810-814 or Part 1100, respectively. The Department will review and approve or reject the facility proposed by the Contractor based upon information provided in BDE 2730. The Contractor shall verify whether the selected facility is compliant with those applicable standards as mandated by their permit and whether the facility is presently, has previously been, or has never been, on the United States Environmental Protection Agency (U.S. EPA) National Priorities List or the Resource Conservation and Recovery Act (RCRA) List of Violating Facilities. The use of a Contractor selected facility shall in no manner delay the construction schedule or alter the Contractor's responsibilities as set forth.”

Revise the first paragraph of Article 669.07 of the Standard Specifications to read:

**“669.07 Temporary Staging.** Soil classified according to Articles 669.05(a)(2), (b)(1), or (c) may be temporarily staged at the Contractor's option. All other soil classified according to Articles 669.05(a)(1), (a)(3), (a)(4), (a)(5), (a)(6), or (b)(2) shall be managed and disposed of without temporary staging to the greatest extent practicable. If circumstances beyond the Contractor's control require temporary staging of these latter materials, the Contractor shall request approval from the Engineer in writing.

Topsoil for re-use as final cover which has been field screened and found not to exhibit PID readings over daily background readings as documented on the BDE 2732, visual staining or

odors, and is classified according to Articles 669.05(a)(2), (a)(3), (a)(4), (b)(1), or (c) may be temporarily staged at the Contractor's option."

Add the following paragraph after the sixth paragraph of Article 669.11 of the Standard Specifications.

"The sampling and testing of effluent water derived from dewatering discharges for priority pollutants volatile organic compounds (VOCs), priority pollutants semi-volatile organic compounds (SVOCs), or priority pollutants metals, will be paid for at the contract unit price per each for VOCS GROUNDWATER ANALYSIS using EPA Method 8260B, SVOCS GROUNDWATER ANALYSIS using EPA Method 8270C, or RCRA METALS GROUNDWATER ANALYSIS using EPA Methods 6010B and 7471A. This price shall include transporting the sample from the job site to the laboratory."

Revise the first sentence of the eight paragraph of Article 669.11 of the Standard Specifications to read:

"Payment for temporary staging of soil classified according to Articles 669.05(a)(1), (a)(3), (a)(4), (a)(5), (a)(6), or (b)(2) to be managed and disposed of, if required and approved by the Engineer, will be paid according to Article 109.04."

80455

## **SEEDING (BDE)**

Effective: November 1, 2022

Revise Article 250.07 of the Standard Specifications to read:

**“250.07 Seeding Mixtures.** The classes of seeding mixtures and combinations of mixtures will be designated in the plans.

When an area is to be seeded with two or more seeding classes, those mixtures shall be applied separately on the designated area within a seven day period. Seeding shall occur prior to placement of mulch cover. A Class 7 mixture can be applied at any time prior to applying any seeding class or added to them and applied at the same time.

TABLE 1 - SEEDING MIXTURES		
Class - Type	Seeds	lb/acre (kg/hectare)
1 Lawn Mixture 1/	Kentucky Bluegrass	100 (110)
	Perennial Ryegrass	60 (70)
	<i>Festuca rubra</i> ssp. <i>rubra</i> (Creeping Red Fescue)	40 (50)
1A Salt Tolerant Lawn Mixture 1/	Kentucky Bluegrass	60 (70)
	Perennial Ryegrass	20 (20)
	<i>Festuca rubra</i> ssp. <i>rubra</i> (Creeping Red Fescue)	20 (20)
	<i>Festuca brevipilla</i> (Hard Fescue)	20 (20)
	<i>Puccinellia distans</i> (Fults Saltgrass or Salty Alkaligrass)	60 (70)
1B Low Maintenance Lawn Mixture 1/	Turf-Type Fine Fescue 3/	150 (170)
	Perennial Ryegrass	20 (20)
	Red Top	10 (10)
	<i>Festuca rubra</i> ssp. <i>rubra</i> (Creeping Red Fescue)	20 (20)
2 Roadside Mixture 1/	<i>Lolium arundinaceum</i> (Tall Fescue)	100 (110)
	Perennial Ryegrass	50 (55)
	<i>Festuca rubra</i> ssp. <i>rubra</i> (Creeping Red Fescue)	40 (50)
	Red Top	10 (10)
2A Salt Tolerant Roadside Mixture 1/	<i>Lolium arundinaceum</i> (Tall Fescue)	60 (70)
	Perennial Ryegrass	20 (20)
	<i>Festuca rubra</i> ssp. <i>rubra</i> (Creeping Red Fescue)	30 (20)
	<i>Festuca brevipila</i> (Hard Fescue)	30 (20)
	<i>Puccinellia distans</i> (Fults Saltgrass or Salty Alkaligrass)	60 (70)
3 Northern Illinois Slope Mixture 1/	<i>Elymus canadensis</i> (Canada Wild Rye) 5/	5 (5)
	Perennial Ryegrass	20 (20)
	Alsike Clover 4/	5 (5)
	<i>Desmanthus illinoensis</i> (Illinois Bundleflower) 4/ 5/	2 (2)
	<i>Schizachyrium scoparium</i> (Little Bluestem) 5/	12 (12)
	<i>Bouteloua curtipendula</i> (Side-Oats Grama) 5/	10 (10)
	<i>Puccinellia distans</i> (Fults Saltgrass or Salty Alkaligrass)	30 (35)
	Oats, Spring	50 (55)
	Slender Wheat Grass 5/	15 (15)
	Buffalo Grass 5/ 7/	5 (5)
	3A Southern Illinois Slope Mixture 1/	Perennial Ryegrass
<i>Elymus canadensis</i> (Canada Wild Rye) 5/		20 (20)
<i>Panicum virgatum</i> (Switchgrass) 5/		10 (10)
<i>Schizachyrium scoparium</i> (Little Blue Stem) 5/		12 (12)
<i>Bouteloua curtipendula</i> (Side-Oats Grama) 5/		10 (10)
<i>Dalea candida</i> (White Prairie Clover) 4/ 5/		5 (5)
<i>Rudbeckia hirta</i> (Black-Eyed Susan) 5/		5 (5)
Oats, Spring		50 (55)

Class – Type	Seeds	lb/acre (kg/hectare)
4 Native Grass 2/ 6/	<i>Andropogon gerardi</i> (Big Blue Stem) 5/	4 (4)
	<i>Schizachyrium scoparium</i> (Little Blue Stem) 5/	5 (5)
	<i>Bouteloua curtipendula</i> (Side-Oats Grama) 5/	5 (5)
	<i>Elymus canadensis</i> (Canada Wild Rye) 5/	1 (1)
	<i>Panicum virgatum</i> (Switch Grass) 5/	1 (1)
	<i>Sorghastrum nutans</i> (Indian Grass) 5/	2 (2)
	Annual Ryegrass	25 (25)
	Oats, Spring	25 (25)
	Perennial Ryegrass	15 (15)
	4A Low Profile Native Grass 2/ 6/	<i>Schizachyrium scoparium</i> (Little Blue Stem) 5/
<i>Bouteloua curtipendula</i> (Side-Oats Grama) 5/		5 (5)
<i>Elymus canadensis</i> (Canada Wild Rye) 5/		1 (1)
<i>Sporobolus heterolepis</i> (Prairie Dropseed) 5/		0.5 (0.5)
Annual Ryegrass		25 (25)
Oats, Spring		25 (25)
Perennial Ryegrass		15 (15)
4B Wetland Grass and Sedge Mixture 2/ 6/	Annual Ryegrass	25 (25)
	Oats, Spring	25 (25)
	Wetland Grasses (species below) 5/	6 (6)
<u>Species:</u>		<u>% By Weight</u>
<i>Calamagrostis canadensis</i> (Blue Joint Grass)		12
<i>Carex lacustris</i> (Lake-Bank Sedge)		6
<i>Carex slipata</i> (Awl-Fruited Sedge)		6
<i>Carex stricta</i> (Tussock Sedge)		6
<i>Carex vulpinoidea</i> (Fox Sedge)		6
<i>Eleocharis acicularis</i> (Needle Spike Rush)		3
<i>Eleocharis obtusa</i> (Blunt Spike Rush)		3
<i>Glyceria striata</i> (Fowl Manna Grass)		14
<i>Juncus effusus</i> (Common Rush)		6
<i>Juncus tenuis</i> (Slender Rush)		6
<i>Juncus torreyi</i> (Torrey's Rush)		6
<i>Leersia oryzoides</i> (Rice Cut Grass)		10
<i>Scirpus acutus</i> (Hard-Stemmed Bulrush)		3
<i>Scirpus atrovirens</i> (Dark Green Rush)		3
<i>Bolboschoenus fluviatilis</i> (River Bulrush)		3
<i>Schoenoplectus tabernaemontani</i> (Softstem Bulrush)		3
<i>Spartina pectinata</i> (Cord Grass)		4

Class – Type	Seeds	lb/acre (kg/hectare)
5	Forb with Annuals Mixture 2/ 5/ 6/	Annuals Mixture (Below) Forb Mixture (Below)
		1 (1) 10 (10)
	Annuals Mixture - Mixture not exceeding 25 % by weight of any one species, of the following:	
	<i>Coreopsis lanceolata</i> (Sand Coreopsis) <i>Leucanthemum maximum</i> (Shasta Daisy) <i>Gaillardia pulchella</i> (Blanket Flower) <i>Ratibida columnifera</i> (Prairie Coneflower) <i>Rudbeckia hirta</i> (Black-Eyed Susan)	
	Forb Mixture - Mixture not exceeding 5 % by weight PLS of any one species, of the following:	
	<i>Amorpha canescens</i> (Lead Plant) 4/ <i>Anemone cylindrica</i> (Thimble Weed) <i>Asclepias tuberosa</i> (Butterfly Weed) <i>Aster azureus</i> (Sky Blue Aster) <i>Symphotrichum leave</i> (Smooth Aster) <i>Aster novae-angliae</i> (New England Aster) <i>Baptisia leucantha</i> (White Wild Indigo) 4/ <i>Coreopsis palmata</i> (Prairie Coreopsis) <i>Echinacea pallida</i> (Pale Purple Coneflower) <i>Eryngium yuccifolium</i> (Rattlesnake Master) <i>Helianthus mollis</i> (Downy Sunflower) <i>Heliopsis helianthoides</i> (Ox-Eye) <i>Liatris aspera</i> (Rough Blazing Star) <i>Liatris pycnostachya</i> (Prairie Blazing Star) <i>Monarda fistulosa</i> (Prairie Bergamot) <i>Parthenium integrifolium</i> (Wild Quinine) <i>Dalea candida</i> (White Prairie Clover) 4/ <i>Dalea purpurea</i> (Purple Prairie Clover) 4/ <i>Physostegia virginiana</i> (False Dragonhead) <i>Potentilla arguta</i> (Prairie Cinquefoil) <i>Ratibida pinnata</i> (Yellow Coneflower) <i>Rudbeckia subtomentosa</i> (Fragrant Coneflower) <i>Silphium laciniatum</i> (Compass Plant) <i>Silphium terebinthinaceum</i> (Prairie Dock) <i>Oligoneuron rigidum</i> (Rigid Goldenrod) <i>Tradescantia ohiensis</i> (Spiderwort) <i>Veronicastrum virginicum</i> (Culver's Root)	

Class – Type	Seeds	lb/acre (kg/hectare)
5A Large Flower Native Forb Mixture 2/ 5/ 6/	Forb Mixture (see below)	5 (5)
	<u>Species:</u>	<u>% By Weight</u>
	<i>Aster novae-angliae</i> (New England Aster)	5
	<i>Echinacea pallida</i> (Pale Purple Coneflower)	10
	<i>Helianthus mollis</i> (Downy Sunflower)	10
	<i>Heliopsis helianthoides</i> (Ox-Eye)	10
	<i>Liatris pycnostachya</i> (Prairie Blazing Star)	10
	<i>Ratibida pinnata</i> (Yellow Coneflower)	5
	<i>Rudbeckia hirta</i> (Black-Eyed Susan)	10
	<i>Silphium laciniatum</i> (Compass Plant)	10
	<i>Silphium terebinthinaceum</i> (Prairie Dock)	20
	<i>Oligoneuron rigidum</i> (Rigid Goldenrod)	10
5B Wetland Forb 2/ 5/ 6/	Forb Mixture (see below)	2 (2)
	<u>Species:</u>	<u>% By Weight</u>
	<i>Acorus calamus</i> (Sweet Flag)	3
	<i>Angelica atropurpurea</i> (Angelica)	6
	<i>Asclepias incarnata</i> (Swamp Milkweed)	2
	<i>Aster puniceus</i> (Purple Stemmed Aster)	10
	<i>Bidens cernua</i> (Beggarticks)	7
	<i>Eutrochium maculatum</i> (Spotted Joe Pye Weed)	7
	<i>Eupatorium perfoliatum</i> (Boneset)	7
	<i>Helenium autumnale</i> (Autumn Sneezeweed)	2
	<i>Iris virginica shrevei</i> (Blue Flag Iris)	2
	<i>Lobelia cardinalis</i> (Cardinal Flower)	5
	<i>Lobelia siphilitica</i> (Great Blue Lobelia)	5
	<i>Lythrum alatum</i> (Winged Loosestrife)	2
	<i>Physostegia virginiana</i> (False Dragonhead)	5
	<i>Persicaria pensylvanica</i> (Pennsylvania Smartweed)	10
	<i>Persicaria lapathifolia</i> (Curlytop Knotweed)	10
	<i>Pycnanthemum virginianum</i> (Mountain Mint)	5
	<i>Rudbeckia laciniata</i> (Cut-leaf Coneflower)	5
	<i>Oligoneuron riddellii</i> (Riddell Goldenrod)	2
	<i>Sparganium eurycarpum</i> (Giant Burreed)	5
6 Conservation Mixture 2/ 6/	<i>Schizachyrium scoparium</i> (Little Blue Stem) 5/ <i>Elymus canadensis</i> (Canada Wild Rye) 5/ Buffalo Grass 5/ 7/ Vernal Alfalfa 4/ Oats, Spring	5 (5) 2 (2) 5 (5) 15 (15) 48 (55)
6A Salt Tolerant Conservation Mixture 2/ 6/	<i>Schizachyrium scoparium</i> (Little Blue Stem) 5/ <i>Elymus canadensis</i> (Canada Wild Rye) 5/ Buffalo Grass 5/ 7/ Vernal Alfalfa 4/ Oats, Spring <i>Puccinellia distans</i> (Fulfs Saltgrass or Salty Alkaligrass)	5 (5) 2 (2) 5 (5) 15 (15) 48 (55) 20 (20)
7 Temporary Turf Cover Mixture	Perennial Ryegrass Oats, Spring	50 (55) 64 (70)



Notes:

- 1/ Seeding shall be performed when the ambient temperature has been between 45 °F (7 °C) and 80 °F (27 °C) for a minimum of seven (7) consecutive days and is forecasted to be the same for the next five (5) days according to the National Weather Service.
- 2/ Seeding shall be performed in late fall through spring beginning when the ambient temperature has been below 45 °F (7 °C) for a minimum of seven (7) consecutive days and ending when the ambient temperature exceeds 80 °F (27 °C) according to the National Weather Service.
- 3/ Specific variety as shown in the plans or approved by the Engineer.
- 4/ Inoculation required.
- 5/ Pure Live Seed (PLS) shall be used.
- 6/ Fertilizer shall not be used.
- 7/ Seed shall be primed with  $KNO_3$  to break dormancy and dyed to indicate such.

Seeding will be inspected after a period of establishment. The period of establishment shall be six (6) months minimum, but not to exceed nine (9) months. After the period of establishment, areas not exhibiting 75 percent uniform growth shall be interseeded or reseeded, as determined by the Engineer, at no additional cost to the Department.”

80445

## SHORT TERM AND TEMPORARY PAVEMENT MARKINGS (BDE)

Effective: April 1, 2024

Revised: April 2, 2024

Revise Article 701.02(d) of the Standard Specifications to read:

“(d) Pavement Marking Tapes (Note 3) ..... 1095.06”

Add the following Note to the end of Article 701.02 of the Standard Specifications:

“Note 3. White or yellow pavement marking tape that is to remain in place longer than 14 days shall be Type IV tape.”

Revise Article 703.02(c) of the Standard Specifications to read:

“(c) Pavement Marking Tapes (Note 1) ..... 1095.06”

Add the following Note to the end of Article 703.02 of the Standard Specifications:

“Note 1. White or yellow pavement marking tape that is to remain in place longer than 14 days shall be Type IV tape.”

Revise Article 1095.06 of the Standard Specifications to read:

**“1095.06 Pavement Marking Tapes.** Type I white or yellow marking tape shall consist of glass spheres embedded into a binder on a foil backing that is precoated with a pressure sensitive adhesive. The spheres shall be of uniform gradation and distributed evenly over the surface of the tape.

Type IV tape shall consist of white or yellow tape with wet reflective media incorporated to provide immediate and continuing retroreflection in wet and dry conditions. The wet retroreflective media shall be bonded to a durable polyurethane surface. The patterned surface shall have approximately  $40 \pm 10$  percent of the surface area raised and presenting a near vertical face to traffic from any direction. The channels between the raised areas shall be substantially free of exposed reflective elements or particles.

Blackout tape shall consist of a matte black, non-reflective, patterned surface that is precoated with a pressure sensitive adhesive.

- (a) Color. The white and yellow markings shall meet the following requirements for daylight reflectance and color, when tested, using a color spectrophotometer with 45 degrees circumferential/zero degree geometry, illuminant D65, and two degree observer angle. The color instrument shall measure the visible spectrum from 380 to 720 nm with a wavelength measurement interval and spectral bandpass of 10 nm.

Color	Daylight Reflectance %Y
White	65 min.
Yellow *	36 - 59

\*Shall match Aerospace Material Specification Standard 595 33538 (Orange Yellow) and the chromaticity limits as follows.

x	0.490	0.475	0.485	0.530
y	0.470	0.438	0.425	0.456

- (b) Retroreflectivity. The white and yellow markings shall be retroreflective. Reflective values measured in accordance with the photometric testing procedure of ASTM D 4061 shall not be less than those listed in the table below. The coefficient of retroreflected luminance,  $R_L$ , shall be expressed as average millicandelas/footcandle/sq ft (millicandelas/lux/sq m), measured on a 3.0 x 0.5 ft (900 mm x 150 mm) panel at 86 degree entrance angle.

Coefficient of Retroreflected Luminance, $R_L$ , Dry					
Type I			Type IV		
Observation Angle	White	Yellow	Observation Angle	White	Yellow
0.2°	2700	2400	0.2°	1300	1200
0.5°	2250	2000	0.5°	1100	1000

Wet retroreflectance shall be measured for Type IV under wet conditions according to ASTM E 2177 and meet the following.

Wet Retroreflectance, Initial $R_L$	
Color	$R_L$ 1.05/88.76
White	300
Yellow	200

- (c) Skid Resistance. The surface of Type IV and blackout markings shall provide a minimum skid resistance of 45 BPN when tested according to ASTM E 303.
- (d) Application. The pavement marking tape shall have a precoated pressure sensitive adhesive and shall require no activation procedures. Test pieces of the tape shall be applied according to the manufacturer's instructions and tested according to ASTM D 1000, Method A, except that a stiff, short bristle roller brush and heavy hand pressure will be substituted for the weighted rubber roller in applying the test pieces to the metal test panel. Material tested as directed above shall show a minimum adhesion value of 750 g/in. (30 g/mm) width at the temperatures specified in ASTM D 1000. The adhesive shall be resistant to oils, acids, solvents, and water, and shall not leave objectionable stains or residue after removal. The material shall be flexible and conformable to the texture of the pavement.

(e) Durability. Type IV and blackout tape shall be capable of performing for the duration of a normal construction season and shall then be capable of being removed intact or in large sections at pavement temperatures above 40 °F (4 °C) either manually or with a roll-up device without the use of sandblasting, solvents, or grinding. The Contractor shall provide a manufacturer's certification that the material meets the requirements for being removed after the following minimum traffic exposure based on transverse test decks with rolling traffic.

- (1) Time in place - 400 days
- (2) ADT per lane - 9,000 (28 percent trucks)
- (3) Axle hits - 10,000,000 minimum

Samples of the material applied to standard specimen plates will be measured for thickness and tested for durability in accordance with ASTM D 4060, using a CS-17 wheel and 1000-gram load, and shall meet the following criteria showing no significant change in color after being tested for the number of cycles indicated.

Test	Type I	Type IV	Blackout
Minimum Initial Thickness, mils (mm)	20 (0.51)	65 (1.65) <sup>1/</sup> 20 (0.51) <sup>2/</sup>	65 (1.65) <sup>1/</sup> 20 (0.51) <sup>2/</sup>
Durability (cycles)	5,000	1,500	1,500

1/ Measured at the thickest point of the patterned surface.

2/ Measured at the thinnest point of the patterned surface.

The pavement marking tape, when applied according to the manufacturer's recommended procedures, shall be weather resistant and shall show no appreciable fading, lifting, or shrinkage during the useful life of the marking. The tape, as applied, shall be of good appearance, free of cracks, and edges shall be true, straight, and unbroken.

(f) Sampling and Inspection.

(1) Sample. Prior to approval and use of Type IV pavement marking tape, the manufacturer shall submit a notarized certification from an independent laboratory, together with the results of all tests, stating that the material meets the requirements as set forth herein. The independent laboratory test report shall state the lot tested, the manufacturer's name, and the date of manufacture.

After initial approval by the Department, samples and certification by the manufacturer shall be submitted for each subsequent batch of Type IV tape used. The manufacturer shall submit a certification stating that the material meets the requirements as set forth herein and is essentially identical to the material sent for qualification. The certification shall state the lot tested, the manufacturer's name, and the date of manufacture.

- (2) Inspection. The Contractor shall provide a manufacturer's certification to the Engineer stating the material meets all requirements of this specification. All material samples for acceptance tests shall be taken or witnessed by a representative of the Bureau of Materials and shall be submitted to the Engineer of Materials, 126 East Ash Street, Springfield, Illinois 62704-4766 at least 30 days in advance of the pavement marking operations."

80457

## **SOURCE OF SUPPLY AND QUALITY REQUIREMENTS (BDE)**

Effective: January 2, 2023

Add the following to Article 106.01 of the Standard Specifications:

“The final manufacturing process for construction materials and the immediately preceding manufacturing stage for construction materials shall occur within the United States. Construction materials shall include an article, material, or supply that is or consists primarily of the following.

- (a) Non-ferrous metals;
- (b) Plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables);
- (c) Glass (including optic glass);
- (d) Lumber;
- (e) Drywall.

Items consisting of two or more of the listed construction materials that have been combined through a manufacturing process, and items including at least one of the listed materials combined with a material that is not listed through a manufacturing process shall be exempt.”

80448

## **SUBCONTRACTOR AND DBE PAYMENT REPORTING (BDE)**

Effective: April 2, 2018

Add the following to Section 109 of the Standard Specifications.

**“109.14 Subcontractor and Disadvantaged Business Enterprise Payment Reporting.**  
The Contractor shall report all payments made to the following parties:

- (a) first tier subcontractors;
- (b) lower tier subcontractors affecting disadvantaged business enterprise (DBE) goal credit;
- (c) material suppliers or trucking firms that are part of the Contractor’s submitted DBE utilization plan.

The report shall be made through the Department’s on-line subcontractor payment reporting system within 21 days of making the payment.”

80397

## **SUBCONTRACTOR MOBILIZATION PAYMENTS (BDE)**

Effective: November 2, 2017

Revised: April 1, 2019

Replace the second paragraph of Article 109.12 of the Standard Specifications with the following:

“This mobilization payment shall be made at least seven days prior to the subcontractor starting work. The amount paid shall be at the following percentage of the amount of the subcontract reported on form BC 260A submitted for the approval of the subcontractor’s work.

Value of Subcontract Reported on Form BC 260A	Mobilization Percentage
Less than \$10,000	25%
\$10,000 to less than \$20,000	20%
\$20,000 to less than \$40,000	18%
\$40,000 to less than \$60,000	16%
\$60,000 to less than \$80,000	14%
\$80,000 to less than \$100,000	12%
\$100,000 to less than \$250,000	10%
\$250,000 to less than \$500,000	9%
\$500,000 to \$750,000	8%
Over \$750,000	7%”

80391



## **SUBMISSION OF PAYROLL RECORDS (BDE)**

Effective: April 1, 2021

Revised: November 2, 2023

FEDERAL AID CONTRACTS. Revise the following section of Check Sheet #1 of the Recurring Special Provisions to read:

### **“STATEMENTS AND PAYROLLS**

The payroll records shall include the worker’s name, social security number, last known address, telephone number, email address, classification(s) of work actually performed, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof), daily and weekly number of hours actually worked in total, deductions made, and actual wages paid.

The Contractor and each subcontractor shall submit certified payroll records to the Department each week from the start to the completion of their respective work, except that full social security numbers, last known addresses, telephone numbers, and email addresses shall not be included on weekly submittals. Instead, the payrolls need only include an identification number for each employee (e.g., the last four digits of the employee’s social security number). The submittals shall be made using LCPTracker Pro software. The software is web-based and can be accessed at <https://lcptracker.com/>. When there has been no activity during a work week, a payroll record shall still be submitted with the appropriate option (“No Work”, “Suspended”, or “Complete”) selected.”

STATE CONTRACTS. Revise Item 3 of Section IV of Check Sheet #5 of the Recurring Special Provisions to read:

- “3. Submission of Payroll Records. The Contractor and each subcontractor shall, no later than the 15<sup>th</sup> day of each calendar month, file a certified payroll for the immediately preceding month to the Illinois Department of Labor (IDOL) through the Illinois Prevailing Wage Portal in compliance with the State Prevailing Wage Act (820 ILCS 130). The portal can be found on the IDOL website at <https://www2.illinois.gov/idol/Laws-Rules/CONMED/Pages/Prevailing-Wage-Portal.aspx>. Payrolls shall be submitted in the format prescribed by the IDOL.

In addition to filing certified payroll(s) with the IDOL, the Contractor and each subcontractor shall certify and submit payroll records to the Department each week from the start to the completion of their respective work, except that full social security numbers shall not be included on weekly submittals. Instead, the payrolls shall include an identification number for each employee (e.g., the last four digits of the employee’s social security number). In addition, starting and ending times of work each day may be omitted from the payroll records submitted. The submittals shall be made using LCPTracker Pro software. The software is web-based and can be accessed at <https://lcptracker.com/>.

When there has been no activity during a work week, a payroll record shall still be submitted with the appropriate option (“No Work”, “Suspended”, or “Complete”) selected.”

80437

## **TRAINING SPECIAL PROVISIONS (BDE)**

Effective: October 15, 1975

Revised: September 2, 2021

This Training Special Provision supersedes Section 7b of the Special Provision entitled "Specific Equal Employment Opportunity Responsibilities," and is in implementation of 23 U.S.C. 140(a).

As part of the Contractor's equal employment opportunity affirmative action program, training shall be provided as follows:

The Contractor shall provide on-the-job training aimed at developing full journeyman in the type of trade or job classification involved. The number of trainees to be trained under this contract will be 2. In the event the Contractor subcontracts a portion of the contract work, it shall determine how many, if any, of the trainees are to be trained by the subcontractor, provided however, that the Contractor shall retain the primary responsibility for meeting the training requirements imposed by this special provision. The Contractor shall also ensure that this Training Special Provision is made applicable to such subcontract. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training.

The number of trainees shall be distributed among the work classifications on the basis of the Contractor's needs and the availability of journeymen in the various classifications within the reasonable area of recruitment. Prior to commencing construction, the Contractor shall submit to the Illinois Department of Transportation for approval the number of trainees to be trained in each selected classification and training program to be used. Furthermore, the Contractor shall specify the starting time for training in each of the classifications. The Contractor will be credited for each trainee it employs on the contract work who is currently enrolled or becomes enrolled in an approved program and will be reimbursed for such trainees as provided hereinafter.

Training and upgrading of minorities and women toward journeyman status is a primary objective of this Training Special Provision. Accordingly, the Contractor shall make every effort to enroll minority trainees and women (e.g. by conducting systematic and direct recruitment through public and private sources likely to yield minority and women trainees) to the extent such persons are available within a reasonable area of recruitment. The Contractor will be responsible for demonstrating the steps it has taken in pursuance thereof, prior to a determination as to whether the Contractor is in compliance with this Training Special Provision. This training commitment is not intended, and shall not be used, to discriminate against any applicant for training, whether a member of a minority group or not.

No employee shall be employed as a trainee in any classification in which he or she has successfully completed a training course leading to journeyman status or in which he or she has been employed as a journeyman. The Contractor should satisfy this requirement by including appropriate questions in the employee application or by other suitable means. Regardless of the method used, the Contractor's records should document the findings in each case.

The minimum length and type of training for each classification will be as established in the training program selected by the Contractor and approved by the Illinois Department of Transportation and the Federal Highway Administration. The Illinois Department of Transportation and the Federal Highway Administration shall approve a program, if it is reasonably calculated to meet the equal employment opportunity obligations of the Contractor and to qualify the average trainee for journeyman status in the classification concerned by the end of the training period. Furthermore, apprenticeship programs registered with the U.S. Department of Labor, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau and training programs approved by not necessarily sponsored by the U.S. Department of Labor Employment Training Administration shall also be considered acceptable provided it is being administered in a manner consistent with the equal employment obligations of Federal-aid highway construction contracts. Approval or acceptance of a training program shall be obtained from the State prior to commencing work on the classification covered by the program. It is the intention of these provisions that training is to be provided in the construction crafts rather than clerk-typists or secretarial-type positions. Training is permissible in lower level management positions such as office engineers, estimators, timekeepers, etc., where the training is oriented toward construction applications. Training in the laborer classification may be permitted provided that significant and meaningful training is provided and approved by the Illinois Department of Transportation and the Federal Highway Administration. Some offsite training is permissible as long as the training is an integral part of an approved training program and does not comprise a significant part of the overall training.

Except as otherwise noted below, the Contractor will be reimbursed 80 cents per hour of training given an employee on this contract in accordance with an approved training program. As approved by the Engineer, reimbursement will be made for training of persons in excess of the number specified herein. This reimbursement will be made even though the Contractor receives additional training program funds from other sources, provided such other source does not specifically prohibit the Contractor from receiving other reimbursement. Reimbursement for offsite training indicated above may only be made to the Contractor where he does one or more of the following and the trainees are concurrently employed on a Federal-aid project; contributes to the cost of the training, provides the instruction to the trainee or pays the trainee's wages during the offsite training period.

No payment shall be made to the Contractor if either the failure to provide the required training, or the failure to hire the trainee as a journeyman, is caused by the Contractor and evidences a lack of good faith on the part of the Contractor in meeting the requirement of this Training Special Provision. It is normally expected that a trainee will begin his training on the project as soon as feasible after start of work utilizing the skill involved and remain on the project as long as training opportunities exist in his work classification or until he has completed his training program.

It is not required that all trainees be on board for the entire length of the contract. A Contractor will have fulfilled his responsibilities under this Training Special Provision if he has provided acceptable training to the number of trainees specified. The number trained shall be determined on the basis of the total number enrolled on the contract for a significant period.

Trainees will be paid at least 60 percent of the appropriate minimum journeyman's rate specified in the contract for the first half of the training period, 75 percent for the third quarter of the training period, and 90 percent for the last quarter of the training period, unless apprentices or trainees in an approved existing program are enrolled as trainees on this project. In that case, the appropriate rates approved by the Departments of Labor or Transportation in connection with the existing program shall apply to all trainees being trained for the same classification who are covered by this Training Special Provision.

The Contractor shall furnish the trainee a copy of the program he will follow in providing the training. The Contractor shall provide each trainee with a certification showing the type and length of training satisfactorily complete.

The Contractor shall provide for the maintenance of records and furnish periodic reports documenting its performance under this Training Special Provision.

For contracts with an awarded contract value of \$500,000 or more, the Contractor is required to comply with the Illinois Works Apprenticeship Initiative (30 ILCS 559/20-20 to 20-25) and all applicable administrative rules to the extent permitted by Section 20-20(g). For federally funded projects, the number of trainees to be trained under this contract, as stated in the Training Special Provisions, will be the established goal for the Illinois Works Apprenticeship Initiative 30 ILCS 559/20-20(g). The Contractor shall make a good faith effort to meet this goal. For federally funded projects, the Illinois Works Apprenticeship Initiative will be implemented using the FHWA approved OJT procedures. The Contractor must comply with the recordkeeping and reporting obligations of the Illinois Works Apprenticeship Initiative for the life of the project, including the certification as to whether the trainee/apprentice labor hour goals were met.

Method of Measurement. The unit of measurement is in hours.

Basis of Payment. This work will be paid for at the contract unit price of 80 cents per hour for TRAINEES. The estimated total number of hours, unit price, and total price have been included in the schedule of prices.

20338

## **VEHICLE AND EQUIPMENT WARNING LIGHTS (BDE)**

Effective: November 1, 2021

Revised: November 1, 2022

Add the following paragraph after the first paragraph of Article 701.08 of the Standard Specifications:

“The Contractor shall equip all vehicles and equipment with high-intensity oscillating, rotating, or flashing, amber or amber-and-white, warning lights which are visible from all directions. In accordance with 625 ILCS 5/12-215, the lights may only be in operation while the vehicle or equipment is engaged in construction operations.”

80439

## **WEEKLY DBE TRUCKING REPORTS (BDE)**

Effective: June 2, 2012

Revised: November 1, 2021

The Contractor shall submit a weekly report of Disadvantaged Business Enterprise (DBE) trucks hired by the Contractor or subcontractors (i.e. not owned by the Contractor or subcontractors) that are used for DBE goal credit.

The report shall be submitted to the Engineer on Department form "SBE 723" within ten business days following the reporting period. The reporting period shall be Sunday through Saturday for each week reportable trucking activities occur.

Any costs associated with providing weekly DBE trucking reports shall be considered as included in the contract unit prices bid for the various items of work involved and no additional compensation will be allowed.

80302

## WORK ZONE TRAFFIC CONTROL DEVICES (BDE)

Effective: March 2, 2020

Add the following to Article 701.03 of the Standard Specifications:

“(q) Temporary Sign Supports ..... 1106.02”

Revise the third paragraph of Article 701.14 of the Standard Specifications to read:

“For temporary sign supports, the Contractor shall provide a FHWA eligibility letter for each device used on the contract. The letter shall provide information for the set-up and use of the device as well as a detailed drawing of the device. The signs shall be supported within 20 degrees of vertical. Weights used to stabilize signs shall be attached to the sign support per the manufacturer’s specifications.”

Revise the first paragraph of Article 701.15 of the Standard Specifications to read:

“**701.15 Traffic Control Devices.** For devices that must meet crashworthiness standards, the Contractor shall provide a manufacturer’s self-certification or a FHWA eligibility letter for each Category 1 device and a FHWA eligibility letter for each Category 2 and Category 3 device used on the contract. The self-certification or letter shall provide information for the set-up and use of the device as well as a detailed drawing of the device.”

Revise the first six paragraphs of Article 1106.02 of the Standard Specifications to read:

“**1106.02 Devices.** Work zone traffic control devices and combinations of devices shall meet crashworthiness standards for their respective categories. The categories are as follows.

Category 1 includes small, lightweight, channelizing and delineating devices that have been in common use for many years and are known to be crashworthy by crash testing of similar devices or years of demonstrable safe performance. These include cones, tubular markers, plastic drums, and delineators, with no attachments (e.g. lights). Category 1 devices manufactured after December 31, 2019 shall be MASH-16 compliant. Category 1 devices manufactured on or before December 31, 2019, and compliant with NCHRP 350 or MASH 2009, may be used on contracts let before December 31, 2024.

Category 2 includes devices that are not expected to produce significant vehicular velocity change but may otherwise be hazardous. These include vertical panels with lights, barricades, temporary sign supports, and Category 1 devices with attachments (e.g. drums with lights). Category 2 devices manufactured after December 31, 2019 shall be MASH-16 compliant. Category 2 devices manufactured on or before December 31, 2019, and compliant with NCHRP 350 or MASH 2009, may be used on contracts let before December 31, 2024.

Category 3 includes devices that are expected to cause significant velocity changes or other potentially harmful reactions to impacting vehicles. These include crash cushions (impact



attenuators), truck mounted attenuators, and other devices not meeting the definitions of Category 1 or 2. Category 3 devices manufactured after December 31, 2019 shall be MASH-16 compliant. Category 3 devices manufactured on or before December 31, 2019, and compliant with NCHRP 350 or MASH 2009, may be used on contracts let before December 31, 2029. Category 3 devices shall be crash tested for Test Level 3 or the test level specified.

Category 4 includes portable or trailer-mounted devices such as arrow boards, changeable message signs, temporary traffic signals, and area lighting supports. It is preferable for Category 4 devices manufactured after December 31, 2019 to be MASH-16 compliant; however, there are currently no crash tested devices in this category, so it remains exempt from the NCHRP 350 or MASH compliance requirement.

For each type of device, when no more than one MASH-16 compliant is available, an NCHRP 350 or MASH-2009 compliant device may be used, even if manufactured after December 31, 2019.”

Revise Articles 1106.02(g), 1106.02(k), and 1106.02(l) to read:

“(g) Truck Mounted/Trailer Mounted Attenuators. The attenuator shall be approved for use at Test Level 3. Test Level 2 may be used for normal posted speeds less than or equal to 45 mph.

(k) Temporary Water Filled Barrier. The water filled barrier shall be a lightweight plastic shell designed to accept water ballast and be on the Department’s qualified product list.

Shop drawings shall be furnished by the manufacturer and shall indicate the deflection of the barrier as determined by acceptance testing; the configuration of the barrier in that test; and the vehicle weight, velocity, and angle of impact of the deflection test. The Engineer shall be provided one copy of the shop drawings.

(l) Movable Traffic Barrier. The movable traffic barrier shall be on the Department’s qualified product list.

Shop drawings shall be furnished by the manufacturer and shall indicate the deflection of the barrier as determined by acceptance testing; the configuration of the barrier in that test; and the vehicle weight, velocity, and angle of impact of the deflection test. The Engineer shall be provided one copy of the shop drawings. The barrier shall be capable of being moved on and off the roadway on a daily basis.”

80427

**REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS**

- I. General
- II. Nondiscrimination
- III. Non-segregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- XI. Certification Regarding Use of Contract Funds for Lobbying
- XII. Use of United States-Flag Vessels:

**ATTACHMENTS**

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

**I. GENERAL**

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under title 23, United States Code, as required in 23 CFR 633.102(b) (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services). 23 CFR 633.102(e).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider. 23 CFR 633.102(e).

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services) in accordance with 23 CFR 633.102. The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in solicitation-for-bids or request-for-proposals documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract). 23 CFR 633.102(b).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work

performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract. 23 CFR 633.102(d).

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

**II. NONDISCRIMINATION** (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

The provisions of this section related to 23 CFR Part 230, Subpart A, Appendix A are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR Part 230, Subpart A, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

**1. Equal Employment Opportunity:** Equal Employment Opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (see 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140, shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR Part 35 and 29 CFR Part 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract. 23 CFR 230.409 (g)(4) & (5).

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, sexual orientation, gender identity, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

**2. EEO Officer:** The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

**3. Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action or are substantially involved in such action, will be made fully cognizant of and will implement the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

**4. Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

**5. Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action

within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

#### **6. Training and Promotion:**

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs (i.e., apprenticeship and on-the-job training programs for the geographical area of contract performance). In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

**7. Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 23 CFR 230.409. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide

sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

#### **8. Reasonable Accommodation for Applicants /**

**Employees with Disabilities:** The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established thereunder. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

#### **9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:**

The contractor shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors, suppliers, and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

#### **10. Assurances Required:**

a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

b. The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible.

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

**11. Records and Reports:** The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

### III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of more than \$10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, the contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location under the contractor's control where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

### IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway

Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA- 1273 format and FHWA program requirements.

#### 1. Minimum wages (29 CFR 5.5)

a. *Wage rates and fringe benefits.* All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act ([29 CFR part 3](#))), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in paragraphs (d) and (e) of 29 CFR 5.5, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act ([40 U.S.C. 3141\(2\)\(B\)](#)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.e. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph 4. of this section. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph 1.c. of this section) and the Davis-Bacon poster (WH-1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. *Frequently recurring classifications.* (1) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in [29 CFR part 1](#), a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph 1.c. of this section, provided that:

(i) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;

(ii) The classification is used in the area by the construction industry; and

(iii) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

(2) The Administrator will establish wage rates for such classifications in accordance with paragraph 1.c.(1)(iii) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

c. *Conformance.* (1) The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is used in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

(3) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to [DBAconformance@dol.gov](mailto:DBAconformance@dol.gov). The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to [DBAconformance@dol.gov](mailto:DBAconformance@dol.gov), refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(5) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division

under paragraphs 1.c.(3) and (4) of this section. The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 1.c.(3) or (4) of this section must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

d. *Fringe benefits not expressed as an hourly rate.*

Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

e. *Unfunded plans.* If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in § 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

f. *Interest.* In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

## 2. Withholding (29 CFR 5.5)

a. *Withholding requirements.* The contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in paragraph 3.d. of this section, the contracting agency may on its own initiative and after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with paragraph

2.a. of this section or Section V, paragraph 3.a., or both, over claims to those funds by:

- (1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (2) A contracting agency for its procurement costs;
- (3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (4) A contractor's assignee(s);
- (5) A contractor's successor(s); or
- (6) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901–3907](#).

### 3. Records and certified payrolls (29 CFR 5.5)

*a. Basic record requirements (1) Length of record retention.* All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

*(2) Information required.* Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

*(3) Additional records relating to fringe benefits.* Whenever the Secretary of Labor has found under paragraph 1.e. of this section that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

*(4) Additional records relating to apprenticeship.* Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

*b. Certified payroll requirements (1) Frequency and method of submission.* The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the contracting

agency. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

*(2) Information required.* The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph 3.a.(2) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (e.g., the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division website at <https://www.dol.gov/sites/dolgov/files/WHDLegacy/files/wh347.pdf> or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the contracting agency.

*(3) Statement of Compliance.* Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

(i) That the certified payroll for the payroll period contains the information required to be provided under paragraph 3.b. of this section, the appropriate information and basic records are being maintained under paragraph 3.a. of this section, and such information and records are correct and complete;

(ii) That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in [29 CFR part 3](#); and

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.

*(4) Use of Optional Form WH-347.* The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 will satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(3) of this section.



(5) *Signature*. The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

(6) *Falsification*. The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under [18 U.S.C. 1001](#) and [31 U.S.C. 3729](#).

(7) *Length of certified payroll retention*. The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

c. *Contracts, subcontracts, and related documents*. The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

d. *Required disclosures and access* (1) *Required record disclosures and access to workers*. The contractor or subcontractor must make the records required under paragraphs 3.a. through 3.c. of this section, and any other documents that the contracting agency, the State DOT, the FHWA, or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by § 5.1, available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

(2) *Sanctions for non-compliance with records and worker access requirements*. If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to § 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under [29 CFR part 6](#) any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

(3) *Required information disclosures*. Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address

of each covered worker, and must provide them upon request to the contracting agency, the State DOT, the FHWA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

#### 4. Apprentices and equal employment opportunity (29 CFR 5.5)

a. *Apprentices* (1) *Rate of pay*. Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(2) *Fringe benefits*. Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.

(3) *Apprenticeship ratio*. The allowable ratio of apprentices to journeyworkers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to paragraph 4.a.(4) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph 4.a.(1) of this section, must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(4) *Reciprocity of ratios and wage rates*. Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

b. *Equal employment opportunity*. The use of apprentices and journeyworkers under this part must be in conformity with



the equal employment opportunity requirements of Executive Order 11246, as amended, and [29 CFR part 30](#).

c. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeyworkers shall not be greater than permitted by the terms of the particular program.

**5. Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract as provided in 29 CFR 5.5.

**6. Subcontracts.** The contractor or subcontractor must insert FHWA-1273 in any subcontracts, along with the applicable wage determination(s) and such other clauses or contract modifications as the contracting agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate. 29 CFR 5.5.

**7. Contract termination: debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

**8. Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract as provided in 29 CFR 5.5.

**9. Disputes concerning labor standards.** As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

**10. Certification of eligibility.** a. By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of [40 U.S.C. 3144\(b\)](#) or § 5.12(a).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of [40 U.S.C. 3144\(b\)](#) or § 5.12(a).

c. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, [18 U.S.C. 1001](#).

**11. Anti-retaliation.** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#); or

d. Informing any other person about their rights under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#).

## V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Pursuant to 29 CFR 5.5(b), the following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchpersons and guards.

**1. Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 29 CFR 5.5.

**2. Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph 1. of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or

mechanic, including watchpersons and guards, employed in violation of the clause set forth in paragraph 1. of this section, in the sum currently provided in 29 CFR 5.5(b)(2)\* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1. of this section.

\* \$31 as of January 15, 2023 (See 88 FR 88 FR 2210) as may be adjusted annually by the Department of Labor, pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990.

### 3. Withholding for unpaid wages and liquidated damages

a. *Withholding process.* The FHWA or the contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this section on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with Section IV paragraph 2.a. or paragraph 3.a. of this section, or both, over claims to those funds by:

- (1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (2) A contracting agency for its procurement costs;
- (3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (4) A contractor's assignee(s);
- (5) A contractor's successor(s); or
- (6) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901](#)–3907.

**4. Subcontracts.** The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs 1. through 5. of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1. through 5. In the

event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

**5. Anti-retaliation.** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

- a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;
- b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;
- c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or
- d. Informing any other person about their rights under CWHSSA or this part.

### VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" in paragraph 1 of Section VI refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions: (based on longstanding interpretation)

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;

- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), the contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. Pursuant to 23 CFR 635.116(c), the contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on long-standing interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

## VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and

health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

## VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR Part 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 11, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

**IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)**

This provision is applicable to all Federal-aid construction contracts in excess of \$150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.327.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.327.

**X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200. 2 CFR 180.220 and 1200.220.

**1. Instructions for Certification – First Tier Participants:**

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 180.300.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov>). 2 CFR 180.300, 180.320, and 180.325.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

\* \* \* \* \*

**2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:**

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;.

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, 2 CFR 180.800;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification, 2 CFR 180.700 and 180.800; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

\* \* \* \* \*

**3. Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 2 CFR 1200.220 and 1200.332.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 1200.220.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov>), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily



excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

\* \* \* \* \*

**4. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:**

a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(1) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(2) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(3) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal.

\* \* \* \* \*

**XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000. 49 CFR Part 20, App. A.

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or

cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

**XII. USE OF UNITED STATES-FLAG VESSELS:**

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.

2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS  
PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY  
SYSTEM OR APPALACHIAN LOCAL ACCESS**

**ROAD CONTRACTS** (23 CFR 633, Subpart B, Appendix B)

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.